

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** \_\_\_\_, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and \_\_\_\_\_, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~19078 & 19064 SR 1, Lawrenceburg, Dearborn County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be \_\_\_\_ Dollars (\$\_\_\_\_\_). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner  
Indiana Department of Administration  
402 W. Washington St., W479  
Indianapolis, IN 46204

With Copy to: Attorney General  
Office of the Indiana Attorney General  
302 W. Washington St.  
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or



hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

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17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof**, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**BUYER:**

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Signature

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Printed Name

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Title

**BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:**

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**BUYERS PRIMARY ADDRESS:**

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**SELLER:**

State of Indiana acting through the Indiana Department of Administration.

By \_\_\_\_\_  
For:

## Exhibit "A"

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 32 Excess  
Tax I.D. No. 020-000819-00  
Page 1 of 2

A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located; thence with the center of said state road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Record 162, page 93), 425.30 feet to the point of beginning, said point being the northwest corner this survey; thence North 44 degrees 00 minutes East 271.9 feet to a stake; thence paralleling the center of State Road No. 1 along an existing fence, South 41 degrees 29 minutes East 120.15 feet to a stake; thence South 44 degrees 00 minutes West 271.9 feet to the center of the State Route No. 1; thence along said center line North 41 degrees 29 minutes West 120.15 feet to the point of beginning. Containing 0.75 acres more or less. Subject to the right-of-way of State Highway 1. Subject to rights of way of record.

**EXCEPTING THEREFROM:** A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Dearborn County, Indiana, the following described area to be retained as Right of Way for State Route No. 1, and described as follows: Beginning at the southwest corner of the above described area; thence along the northwest line of subject property North 44 degrees 00 minutes 00 seconds East, a distance of 75.00 feet (22.86 meters); thence paralleling the center of State Road No. 1 South 41 degrees 29 minutes 00 seconds East, a distance of 120.15 feet (36.62 meters) to the southeast line of subject property; thence along said southeast line South 44 degrees 00 minutes 00 seconds West, a distance of 75.00 feet (22.86 meters) to the center of the State Route No. 1; thence along said center line North 41 degrees 29 minutes 00 seconds West, a distance of 120.15 feet (36.62 meters) to the POINT OF BEGINNING; said described tract containing 0.206 Acres (0.084 hectares), more or less.

Total area after said exception contains 0.544 acres. Subject to all rights of way of record.

Further, by its execution and acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the real estate in any manner whatsoever, this covenant releasing Grantor shall be a covenant running with title to the Real Estate and shall be binding upon Grantee, its successors and assigns.

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 32 Excess  
Tax I.D. No. 020-000819-00  
Page 1 of 2

This description prepared for the Indiana Department of Transportation by John Kurtz, Indiana  
Registered Land Surveyor, License Number 80900003, on the 27<sup>th</sup> day of November, 2012.

  
\_\_\_\_\_  
John Kurtz, LS



## **Exhibit "A"**

Project No. STP-8715(001) R/W

Code: 3988

Parcel No. 33 Excess

Tax I.D. No.: 020-000817-00 and 020-000820-00

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A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located and thence with the center of State Road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Book 162, Page 93), 785.7 feet to the point of beginning of this description, thence North 44 degrees East, 271.9 feet to a stake in an existing property line fence, thence South 41 degrees 29 minutes East along an existing fence 160.21 feet to the Northeast corner of this parcel, said northeast corner being 151.03 feet along property line from a fence post corner, thence South 44 degrees West 271.9 feet to the centerline of S.R. No. 1, said point being the Southeast corner of this parcel, thence North 41 degrees 29 minutes West 160.21 feet along said center line to the point of beginning. Containing 1.00 acres, more or less.

**ALSO CONVEYING:** Being part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West of the First Principal Meridian located in Miller Township, Dearborn County, Indiana, and described as follows: Commencing at the center of Southeast Quarter, Section 27, T6N, R1W; thence South 41 degrees 37 minutes West, 129.3 feet to the center of S.R. 1, (being 4.5 feet southwesterly from center of pavement); thence South 41 degrees 29 minutes East along said road 822.89 feet to the southerly corner of William L. and Beverly L. Boetticher (D.R. 175, page 521) also the point of beginning; thence North 44 degrees 00 minutes East along Boettichers' easterly line 140.48 feet to an iron pipe; thence South 29 degrees 31 minutes West, 148.11 feet to the center of S.R. 1; thence North 41 degrees 29 minutes West along said road 37.14 feet to the point of beginning. This tract contains 0.060 acres from the lands of Millard Scudder, Inc.

**EXCEPTING THEREFROM:** A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Dearborn County, Indiana, the following described area to be retained as Right of Way for State Road No. 1, and described as follows: Beginning at the southwest corner of the above described 1.00 acre parcel; thence along the northwestern line of subject property North 44 degrees 00 minutes 00 seconds East, a distance of 75.00 feet (22.86 meters); thence paralleling the center of State Road No. 1 South 41 degrees 29 minutes 00 seconds East, a distance of 177.51 feet (54.11 meters) to the southeastern line of the subject property; thence along said southeastern line South 29 degrees 31 minutes 00 seconds West, a distance of 79.08 feet (24.10 meters) to the center of the State Route No. 1; thence along said center line North 41

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 33 Excess  
Tax I.D. No.: 020-000817-00 and 020-000820-00  
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degrees 29 minutes 00 seconds West, a distance of 197.35 feet (60.15 meters) to the POINT OF BEGINNING; said described tract containing 0.322 Acres (0.130 hectares), more or less.

The exception includes area from Deed Record 64, Page 683 in the office of the Dearborn County Recorder. Total area remaining after this exception contains 0.738 acres, more or less.

Subject to all rights of way of record.

Further, by its execution and acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the real estate in any manner whatsoever, this covenant releasing Grantor shall be a covenant running with title to the Real Estate and shall be binding upon Grantee, its successors and assigns.

This description prepared for the Indiana Department of Transportation by John Kurtz, Indiana Registered Land Surveyor, License Number 80900003, on the 27<sup>th</sup> day of November, 2012.

  
John Kurtz, LS



## EXHIBIT B

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in \_\_\_\_\_ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
**David L. Pippen, Designee for  
Mitchell E. Daniels, Jr. Governor**

State of Indiana )

County of Marion )

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Notary signature: \_\_\_\_\_

Notary name printed: \_\_\_\_\_

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County

[illegible]

Notary signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County

Gregory F. Zoeller, Attorney General

**Filed in Indiana State Land Office:**


This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



# EXHIBIT C

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**CATEGORICAL EXCLUSION LEVEL 1 FORM****Date:** December 2, 2013☒ **Initial Version**☐ **Additional Information to CE Level 1 Dated:** \_\_\_\_\_**Purpose of this document:**☐ CE Level 1 documentation for exempted projects☒ State-funded categorical exemption documentation**Approval CE Level 1 or State-Funded CE:**  
Environmental Scoping Manager or  
Environmental Policy Manager**3 Dec 13**  
Date**PROJECT INFORMATION**

<b>County, Route</b>	Dearborn County, SR 1	<b>Des Number</b>	LA Code 3988, parcels 32 & 33
<b>Purpose and Need:</b>	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.		
<b>Project Description:</b>	This CE is being prepared because the parcel was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Office of Environmental Services as a State CE.		
<b>Other Alternatives Considered:</b>	N/A		
<b>Project Termini:</b>	N/A		
<b>Funding Source(s):</b>	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	<b>Estimated Cost</b>	N/A
<b>Project Sponsor:</b>	INDOT/IDOA	<b>Project Length</b>	N/A

Name and organization of CE Level 1 Preparer: Toni Lynn Giffin, INDOT Environmental Services

INDOT ES/District Env.  
Reviewer Signature:

Date: 12-3-13

SCOPE OF THE PROPOSED ACTION			
<b>Public Involvement*</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines. This does not preclude one or more public hearings or public information meetings in the future.		
<b>Right-of-way (permanent and temporary, in acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The entire parcel lies within existing right-of-way. This action does not involve the acquisition of any new permanent or temporary right-of-way.		
<b>Disruption to public facilities/services (such as schools, emergency service)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action will not produce a disruption to public facilities/services.		
<b>Involvement with existing bridge(s) (Include structure number(s))</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action has no involvement with an existing bridge(s).		

\* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
<b>Surface Waters (streams, rivers, lakes, etc.)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Three lakes are located within the ½ mile radius. One impaired stream is located within the ½ mile radius. Five rivers and/or streams are located within the ½ mile radius. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the project area. (see Attachment D)		
<b>Wetlands (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Thirteen NWI-Wetlands are located within the ½ mile radius. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to wetlands. (see Attachment D)		
<b>Disturbance of Terrestrial Habitat (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Land use in and near the project is residential, lawns and forested area. This habitat will not be affected by the project. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to this terrestrial habitat. (see Attachment C)		
<b>Karst Features</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The project is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU. No karst features were observed or are known to exist within or adjacent to the proposed project area. The sale of the subject parcel is not anticipated to impact any karst features. (see Attachment C)		
<b>Threatened and Endangered Species</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or high quality natural communities. (see Attachment C)		

INVOLVEMENT WITH RESOURCES			
<b>Drinking Water Resources</b>		No: <b>X</b>	Yes:
Comments:	<p>The project is not located within the legally designated St. Joseph Aquifer System, the only legally designated sole source aquifer in Indiana.</p> <p>The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (<a href="http://idemmaps.idem.in.gov/whpa/">http://idemmaps.idem.in.gov/whpa/</a>) was accessed on November 20, 2013 by INDOT ES. The required project location data was provided and it was determined that this project is not located within a Wellhead Protection Area. (see Attachment D)</p> <p>The IDNR Water Well Record Database (<a href="http://www.in.gov/dnr/water/3595.htm">http://www.in.gov/dnr/water/3595.htm</a>) was accessed on November 20, 2013 by INDOT ES. The required project location data was provided and it was determined that this project area does not contain any Water Wells. (see Attachment D)</p>		
<b>Flood Plains (note transverse or longitudinal impact)</b>		No: <b>X</b>	Yes:
Comments:	One floodplain located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required. The project does not encroach upon the HUD Special Flood Hazard Area. (see Attachment D)		
<b>Farmland (acres)</b>		No: <b>X</b>	Yes:
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The requirements of the FPPA do not apply to this project.		
<b>Cultural Resources</b>		No: <b>X</b>	Yes:
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcel. (see Attachment B)</p> <p>At present, within the project's APE there are no individual properties or historic districts listed in either the National Register of Historic Places (NRHP) or the Indiana Register of Historic Sites and Structures (IRHSS).</p> <p>The <i>Dearborn County Interim Report: Indiana Historic Structures and Sites Inventory</i> (1983) identifies only one house, a c. 1938 bungalow (Site #029-283-25048), within the project APE. This house is rated as "Notable" and records at the DHPA indicated that at the time of the survey it was in a relatively unaltered condition. However, fieldwork undertaken by INDOT staff revealed that although, the house could still considered "Contributing" the property has been somewhat altered. Also, due to the ubiquitous nature of this building type in Indiana, the house does not possess sufficient architectural and historical significance to be recommended eligible for listing in the NRHP. None of the other homes within the project APE meet the requisite age to be evaluated for NRHP eligibility, including the ranch house on the adjoining parcel also slated for demolition.</p> <p>In summary, based on the identification and evaluation efforts for this project, none of the properties within the project APE have been recommended eligible for the NRHP because they lack material integrity and/or architectural and historical significance.</p> <p>In response to a request from the Indiana Department of Transportation, Office of Environmental Services, NEPA Policy Section, an archaeological records check and assessment has been conducted for the acquisition of two residential parcels that have been compromised by continued slope degradation, stemming from prior road improvement activities to SR 1 The residential properties are located 2.3 km</p>		

**INVOLVEMENT WITH RESOURCES**

(1.4 mi) north of the town of Greendale along the north side of SR 1 in Dearborn County, Indiana (Des. No. 0810291). Combined, the two parcels comprise an area of 0.5 ha (1.3 ac). An unknown portion of both properties were subject to a larger archeological Phase Ia field reconnaissance by Blanton (1999) that included a total project area of 2.05 ha (5.1 ac; Des. No. 9405840). The survey failed to identify any archaeological sites and determined that due to the degree of slope, previous construction disturbance and widespread erosion of the project area, the potential for intact archaeological deposits was negligible (Blanton 1999). The original project, which was the source for the current proposed parcel acquisitions, included added turn lanes and various other intersection/road improvement measures. Given that large portions of both parcels are situated on a slope greater than 25 percent, that all mapped soils are severely eroded, that significant roadway and residential disturbance is prevalent throughout both parcel areas and that at a least of segment of both properties have been examined by a professional archaeologist (Blanton 1999), no further archaeological assessment is recommended. The proposed acquisition should be allowed to proceed as planned. In the unlikely event that archaeological deposits or human remains are encountered during the acquisition phase of the project, all activities must cease and an archaeologist from IDNR, DHPA and INDOT, CRS must be notified.

These parcels were the subject of a February 3, 2009 Section 106 finding of “no historic properties affected” under Des. No. 0810291. The SHPO concurred in that finding in a letter dated February 11, 2009. Based on information from the previous documentation for Des. No. 0810291, INDOT-CRO does not think that the sale of this parcel will affect any above-ground resources or archaeological resources eligible for or listed in the National Register.

**Section 4(f) and Section 6(f) Resources**No: **X**

Yes:

Possible:

**Comments:**

Since this parcel was not used for a wildlife or waterfowl refuge, a public recreational facility or had nothing of historic, architectural or archaeological significance there will be no Section 4(f) or Section 6(f) impacts associated with the disposition of the property.

**Air Quality Impacts**No: **X**

Yes:

Possible:

**Comments:**

This project is located in Miller Township, Dearborn County, which is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.

**Community/Economic Impacts**No: **X**

Yes:

Possible:

**Comments:**

The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will not have a disproportionate adverse impact on low-income populations or minority populations that are of concern for environmental justice consideration.

**Hazardous Materials**No: **X**

Yes:

Possible:

**Comments:**

A red flag investigation was completed on February 19, 2013 by INDOT Seymour District. One restricted waste site, which is listed as the Tanners Creek Plant Landfill RWS (restricted waste site) 1, is actually located on the Ohio River. Three state cleanup sites are located within the 1/2 mile radius. American Electric Power-Tanners Creek Plant is incorrectly located on the map and is actually located on the Ohio River. SPARC Realty is located at 440 Nowlin in Greendale. No records were available for this site. The Greendale Greer Tire Pile was cleaned up by IDEM in 2008. One solid waste landfill is located within the 1/2 mile radius. However no impacts from the landfill are expected. No potentially hazardous sites were identified in the project vicinity or in the project area. (see Attachment C)

**Permits**No: **X**

Yes:

Possible:

**Comments:**

The process of selling these parcels does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.

**ENVIRONMENTAL COMMITMENTS:**

This environmental document has been prepared for the sole purpose of disposal of the excess parcel. No resources or environmental concerns have been identified that will be impacted by the sale of this excess INDOT property; therefore, no environmental commitments have been generated.

**THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS\*:**

<b>Formal noise analysis required?</b>	No: <b>X</b>	Yes:
<b>Environmental Justice analysis required?</b>	No: <b>X</b>	Yes:
<b>Right-of-Way acquisition greater than 0.5 acre?</b>	No: <b>X</b>	Yes:
<b>Relocation of residences/businesses/etc.?</b>	No: <b>X</b>	Yes:
<b>Added through-traffic lanes?</b>	No: <b>X</b>	Yes:
<b>Facility on new location or realignment?</b>	No: <b>X</b>	Yes:
<b>Permanent alteration of local traffic pattern?</b>	No: <b>X</b>	Yes:
<b>Section 4(f) and Section 6(f) resource impacts?</b>	No: <b>X</b>	Yes:
<b>Sole Source Aquifer Groundwater Assessment required?</b>	No: <b>X</b>	Yes:
<b>Is the project “Likely to Adversely Affect” Threatened and Endangered Species?</b>	No: <b>X</b>	Yes:
<b>Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?</b>	No: <b>X</b>	Yes:
<b>Wetland impacts greater than 0.1 acre?</b>	No: <b>X</b>	Yes:
<b>Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?</b>	No: <b>X</b>	Yes:

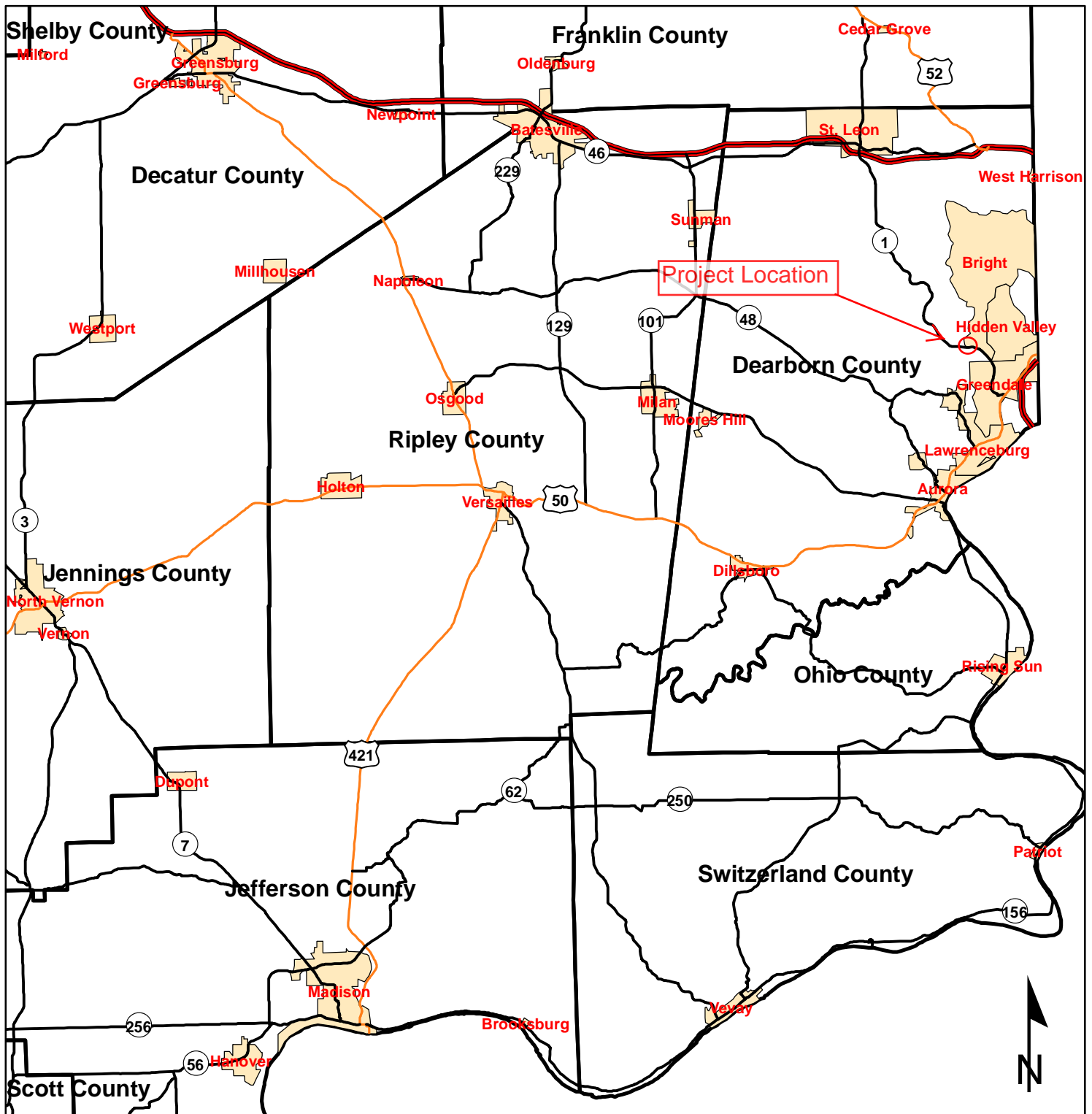
\* Please note, this table is not applicable for state funded CE's.

Attachment A

Maps

# SR 1, Dearborn County, Indiana

## LA 0850, Disposal of Excess Parcel



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

### Sources: Non Orthophotography

**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

Scale 1:385,552

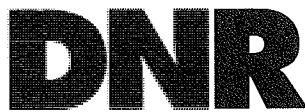
6 3 0 6 Miles

- |  |                        |  |             |
|--|------------------------|--|-------------|
|  | Section Town and Range |  | Interstate  |
|  | County Boundary        |  | State Route |
|  | Local Road             |  | US Route    |



## Attachment B

### Cultural Resources (Section 106)



Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739  
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov

Mitchell E. Daniels, Jr., Governor  
Robert E. Carter, Jr., Director



January 21, 2009

Christopher Koeppel, Administrator  
Cultural Resources Section  
Office of Environmental Services  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204-2216

State Agency: Indiana Department of Transportation

Re: Historic property report (Kumar, 12/22/08) and an archaeological assessment report (Laswell/Miller, 11/13/08) concerning the demolition of two residential parcels located along SR 1 (Designation # 0810291; DHPA # 5506)

Dear Mr. Koeppel:

Pursuant to Indiana Code 14-21-1-18 the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted a review of the materials dated December 22, 2008 and received by the DHPA on December 31, 2008, for the above indicated project in Miller Township, Dearborn County, Indiana.

Based on our analysis, we do not believe that any historic properties will be altered, demolished, or removed by the proposed project. Additionally, we concur with the recommendations made in the archaeological assessment report, and we have not identified any currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places within the proposed project area.

If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 & 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

If you have any further questions regarding this determination, please contact the DHPA. Questions about archaeological issues should be directed to Amy Johnson at (317) 232-6982 or [ajohnson@dnr.IN.gov](mailto:ajohnson@dnr.IN.gov). Questions about historic buildings or structures pertaining to this project should be directed to Karie A. Brudis at (317) 233-8941 or [kbrudis@dnr.IN.gov](mailto:kbrudis@dnr.IN.gov). Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA #5506.

Very truly yours,

James A. Glass, Ph.D.  
Director, Division of Historic Preservation & Archaeology

JAG:ALJ:KAB:kab



# INDIANA DEPARTMENT OF TRANSPORTATION

*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

**Mitchell E. Daniels, Jr.,**  
**Governor**  
**Karl B. Browning, Commissioner**

February 3, 2009

Ms. Karie Brudis  
Assistant Director - Environmental Review  
Division of Historic Preservation and Archaeology  
Indiana Department of Natural Resources  
Indiana Government Center South, Rm. W274  
Indianapolis IN 46204

RE:     Route No.:        SR 1  
       Des. No.:         0810291  
       Federal No.:  
       Description:       Demolitions on Two Parcels  
                         Dearborn County, Indiana  
       DHPA #:            5506

Dear Ms. Brudis:

Per the *Programmatic Agreement (PA) Among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation and the Indiana State Historic Preservation Officer Regarding the Implementation of the Federal Aid Highway Program in the State of Indiana* (also known as the "Minor Projects PA"), the FHWA has delegated to INDOT the authority to approve the Area of Potential Effect (APE), eligibility determinations, and effect findings for undertakings with determinations of "no historic properties affected" or "no adverse effect." On February 3, 2009, INDOT signed a final determination of "no historic properties affected" for this undertaking. In accordance with 36 CFR 800.4(d), INDOT, on behalf of the FHWA, is providing the Indiana State Historic Preservation Officer (IN SHPO) and consulting parties that responded to our Early Coordination Letter dated 12/01/08 with the documentation for this finding, as specified in 36 CFR 800.11(d). As specified in 36 CFR 800.4(d), consulting parties have 30 days from receipt of this documentation to review and comment on the finding. Failure to respond within 30 days from receipt of the finding shall be considered agreement with the finding. If you have any questions regarding this matter, please feel free to contact Ms. Anuradha Kumar of this section at (317) 234-5168. Thank you in advance for your input.

Sincerely,

Christopher Koeppel, Administrator  
Cultural Resources Section  
Office of Environmental Services

CDK/AVK/avk  
Enclosures

cc:        OES project file  
  
emc:     David Dye, INDOT Seymour District Environmental Scoping Manager  
          Nathan Frey, INDOT Seymour District Project Manager  
          Bradley Carter, INDOT, OES - NEPA Section



Indiana Department of Natural Resources

Mitchell E. Daniels, Jr., Governor  
Robert E. Carter, Jr., Director

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739  
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov



February 11, 2009

Christopher Koeppl  
Cultural Resources Section  
Office of Environmental Services  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204

Federal Agency: Federal Highway Administration ("FHWA")

Re: Notification of the Indiana Department of Transportation's finding of "no historic properties affected" on behalf of the Federal Highway Administration concerning the demolition of two residential parcels located along SR 1 (Designation #0810291; DHPA #5506)

Dear Mr. Koeppl:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer has conducted an analysis of the materials dated February 3, 2009 and received on February 6, 2009, for the above indicated project in Miller Township, Dearborn County, Indiana.

As previously indicated, we have not identified any historic buildings, structures, districts, objects, or archaeological resources listed in or eligible for inclusion in the National Register of Historic Places within the probable area of potential effects.

Therefore, we concur with the INDOT's February 3, 2009 finding, on behalf of the FHWA, that there are no historic buildings, structures, districts, objects, or archaeological resources within the area of potential effects that will be affected by the above indicated project.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

If you have questions about archaeological issues please contact Amy Johnson at (317) 232-6982 or [ajohnson@dnr.IN.gov](mailto:ajohnson@dnr.IN.gov). If you have questions about buildings or structures please contact Karie A. Brudis at (317) 233-8941 or [kbrudis@dnr.IN.gov](mailto:kbrudis@dnr.IN.gov).

Very truly yours,

James A. Glass, Ph.D.  
Deputy State Historic Preservation Officer

JAG:KAB:kab

## Conclusions

The proposed project involves the demolition of all above ground structures on two parcels of land located on the north side of SR 1, west of the Georgetown intersection. Two residential properties, located at 19064 SR 1 and 19078 SR 1, appear to be in immediate danger of sliding down a hill due to slope failure caused by construction undertaken by INDOT for an earlier intersection improvement project, Des. No. 9405840, adjacent to the proposed project area.

At present, within the project's APE there are no individual properties or historic districts listed in either the National Register of Historic Places (NRHP) or the Indiana Register of Historic Sites and Structures (IRHSS).

The *Dearborn County Interim Report: Indiana Historic Structures and Sites Inventory* (1983) identifies only one house, a c. 1938 bungalow (Site #029-283-25048), within the project APE. This house is rated as "Notable" and records at the DHPA indicated that at the time of the survey it was in a relatively unaltered condition. However, fieldwork undertaken by INDOT staff revealed that although, the house could still be considered "Contributing" the property has been somewhat altered. Also, due to the ubiquitous nature of this building type in Indiana, the house does not possess sufficient architectural and historical significance to be recommended eligible for listing in the NRHP.

None of the other homes within the project APE meet the requisite age to be evaluated for NRHP eligibility, including the ranch house on the adjoining parcel also slated for demolition.

In summary, based on the identification and evaluation efforts for this project, none of the properties within the project APE have been recommended eligible for the NRHP because they lack material integrity and/or architectural and historical significance.

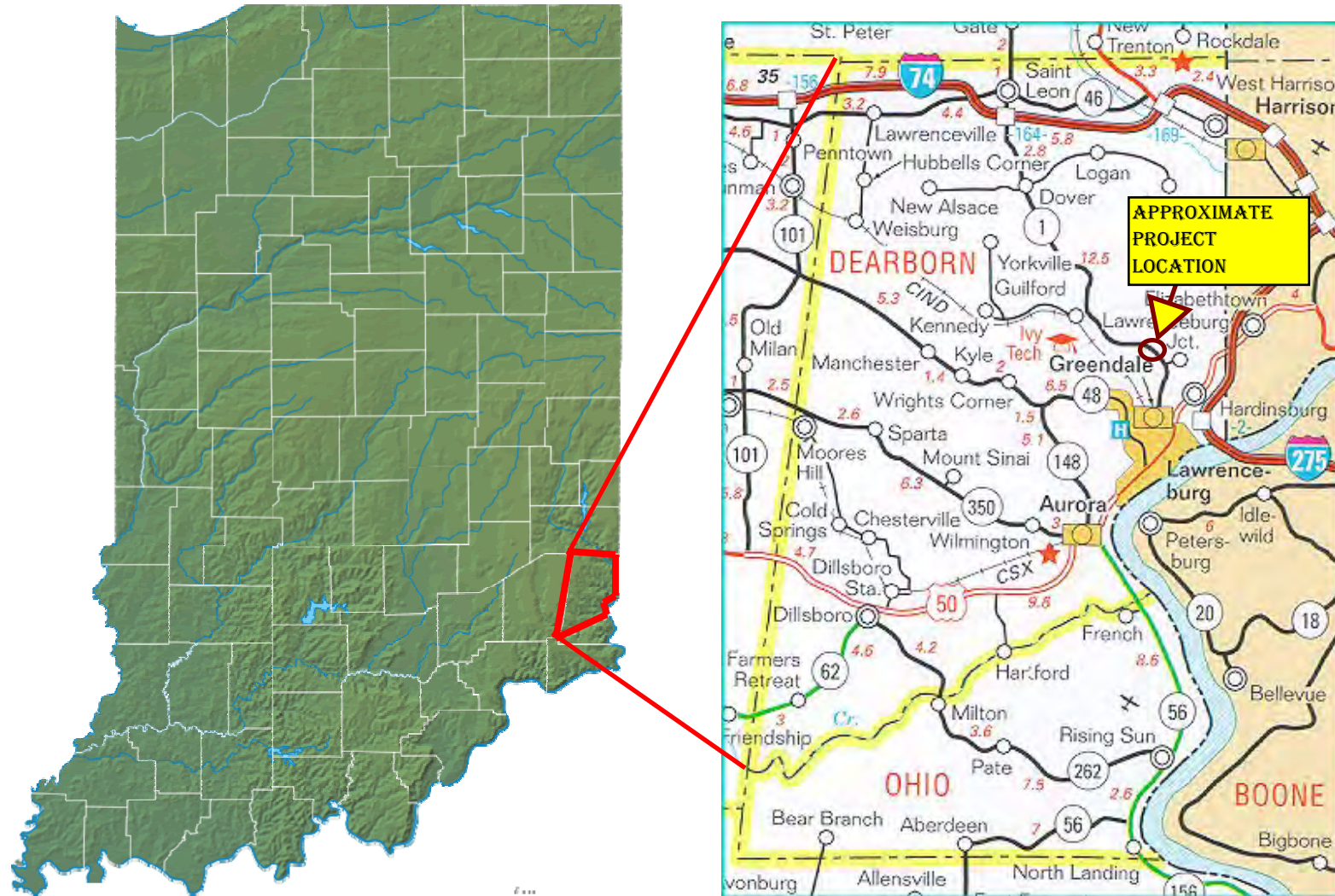


**An Archaeological Records Check Assessment Report  
(Laswell & Miller, 11/13/08)**

**SUMMARY AND CONCLUSIONS**

In response to a request from the Indiana Department of Transportation, Office of Environmental Services, NEPA Policy Section, an archaeological records check and assessment has been conducted for the acquisition of two residential parcels that have been compromised by continued slope degradation, stemming from prior road improvement activities to SR 1. The residential properties are located 2.3 km (1.4 mi) north of the town of Greendale along the north side of SR 1 in Dearborn County, Indiana (Des. No. 0810291). Combined, the two parcels comprise an area of 0.5 ha (1.3 ac). An unknown portion of both properties were subject to a larger archeological Phase Ia field reconnaissance by Blanton (1999) that included a total project area of 2.05 ha (5.1 ac; Des. No. 9405840). The survey failed to identify any archaeological sites and determined that due to the degree of slope, previous construction disturbance and widespread erosion of the project area, the potential for intact archaeological deposits was negligible (Blanton 1999). The original project, which was the source for the current proposed parcel acquisitions, included added turn lanes and various other intersection/road improvement measures. Given that large portions of both parcels are situated on a slope greater than 25 percent, that all mapped soils are severely eroded, that significant roadway and residential disturbance is prevalent throughout both parcel areas and that at a least of segment of both properties have been examined by a professional archaeologist (Blanton 1999), no further archaeological assessment is recommended. The proposed acquisition should be allowed to proceed as planned. In the unlikely event that archaeological deposits or human remains are encountered during the acquisition phase of the project, all activities must cease and an archaeologist from IDNR, DHPA and INDOT, CRS must be notified.

DES. NO. 0810291



Indiana Map showing Dearborn County and Project Location

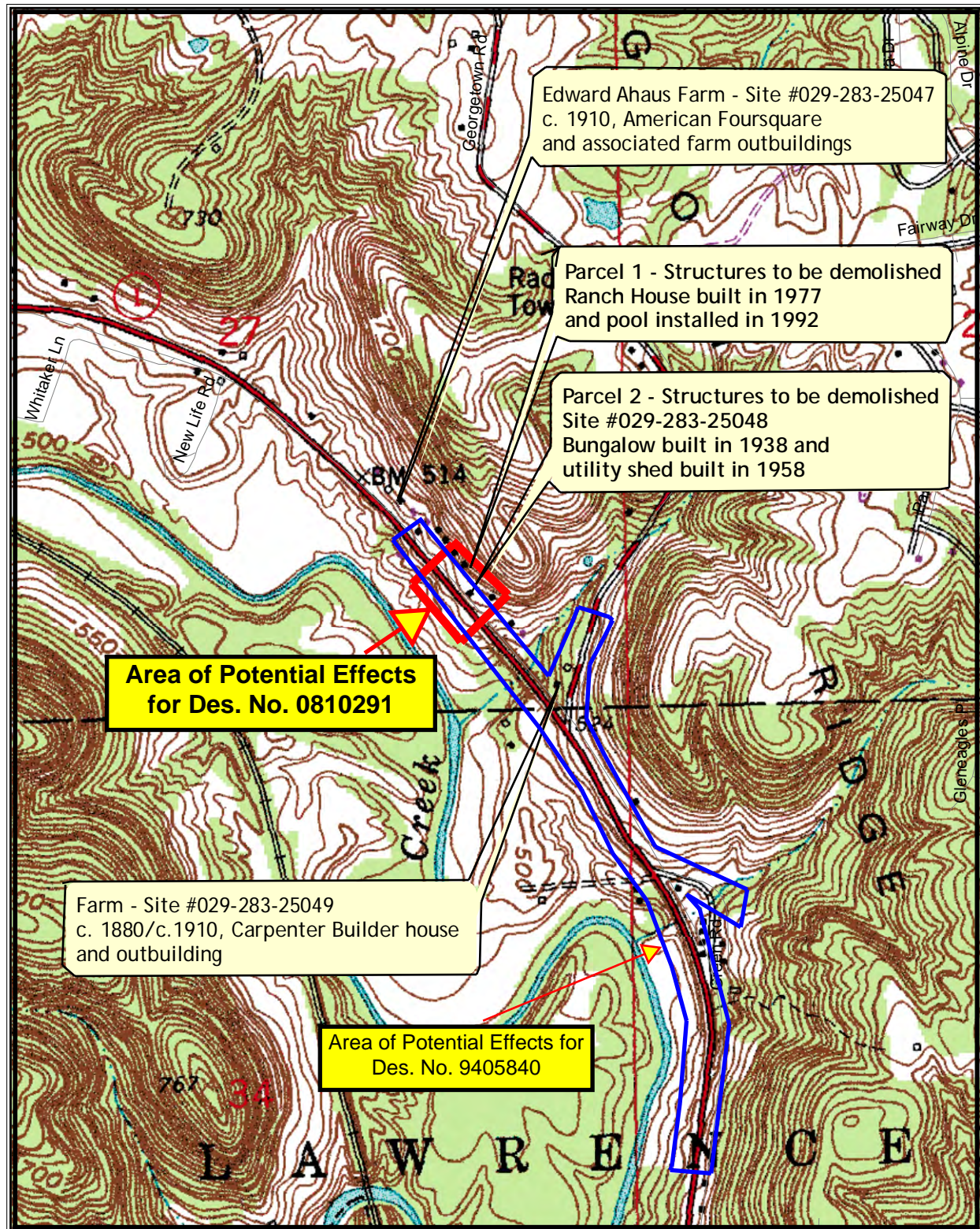


Des. No. 0810291

Demolition on two parcels located along SR 1

Miller Township, Dearborn County, Indiana

Topographical Map showing Area of Potential Effects



1,000 500 0 1,000 Feet

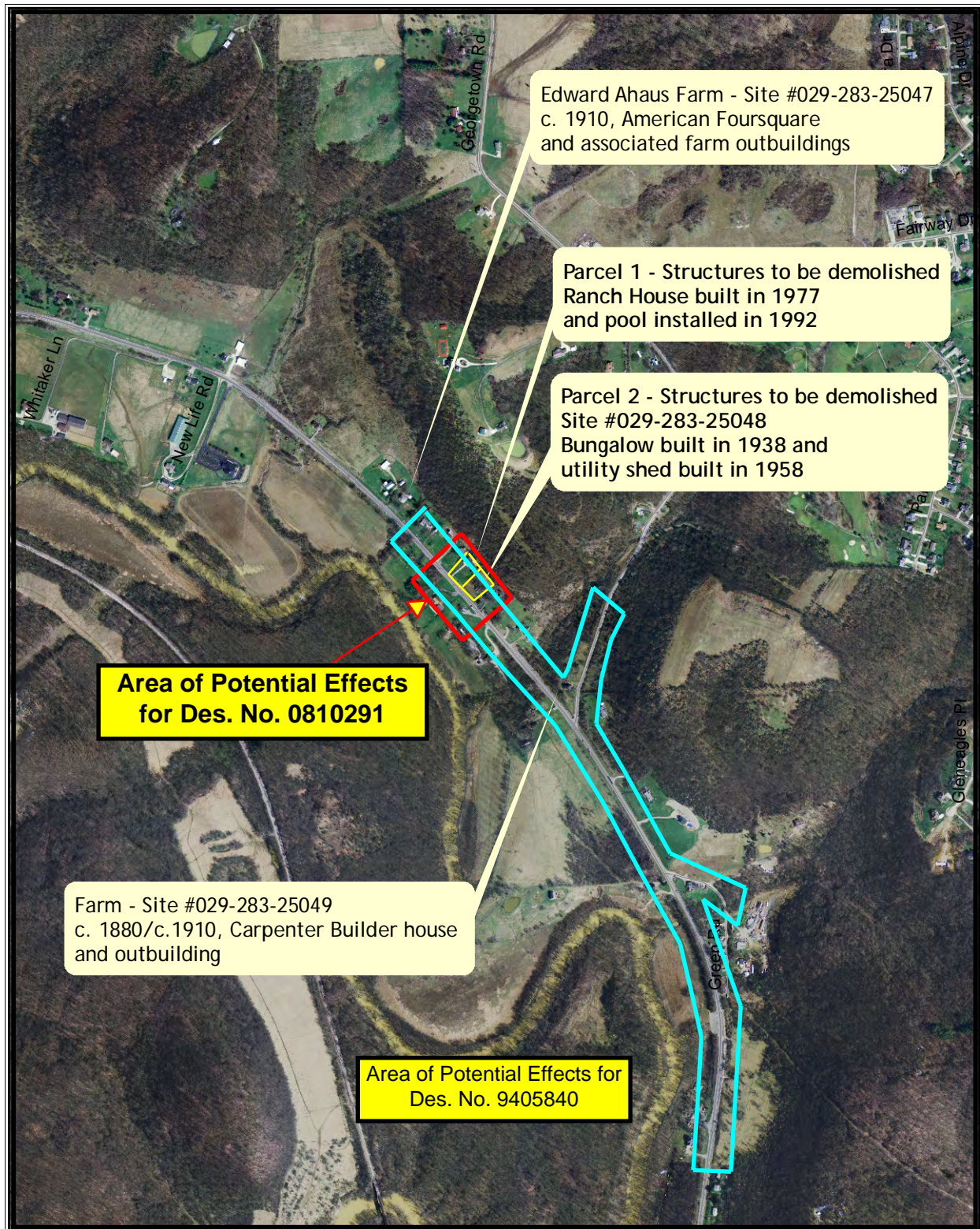
Scale 1:12,734

Hooven, Indiana Quadrangle [1981-Photorevised 1987]  
Township 6N, Range 1W, Section 27 & 34  
Source: U.S.G.S. 7.5 Minute Series Topographic Map





**Des. No. 0810291**  
**Demolition on two parcels located along SR 1**  
**Miller Township, Dearborn County, Indiana**  
**Aerial Photograph showing Area of Potential Effects**



1,000 500 0 1,000 Feet  
 Scale 1:12,734

Aerial Photograph 2005  
 Township 6N, Range 1W, Section 27 & 34  
 Source: 2005 Indiana Orthophotography (IndianaMap  
 Framework Data [www.indianamap.org](http://www.indianamap.org))



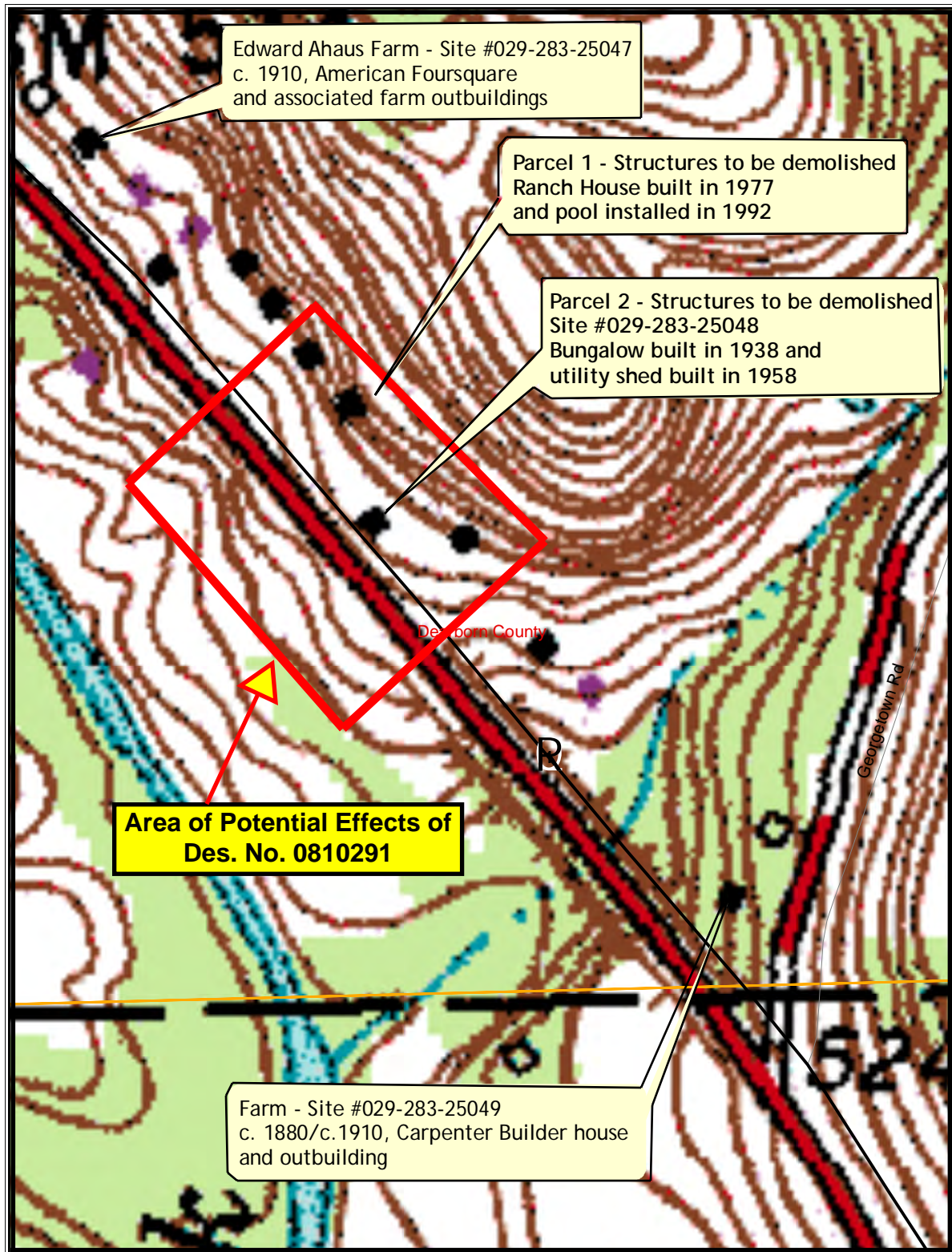


Des. No. 0810291

Demolition on two parcels located along SR 1

Miller Township, Dearborn County, Indiana

Topographical Map showing Area of Potential Effects



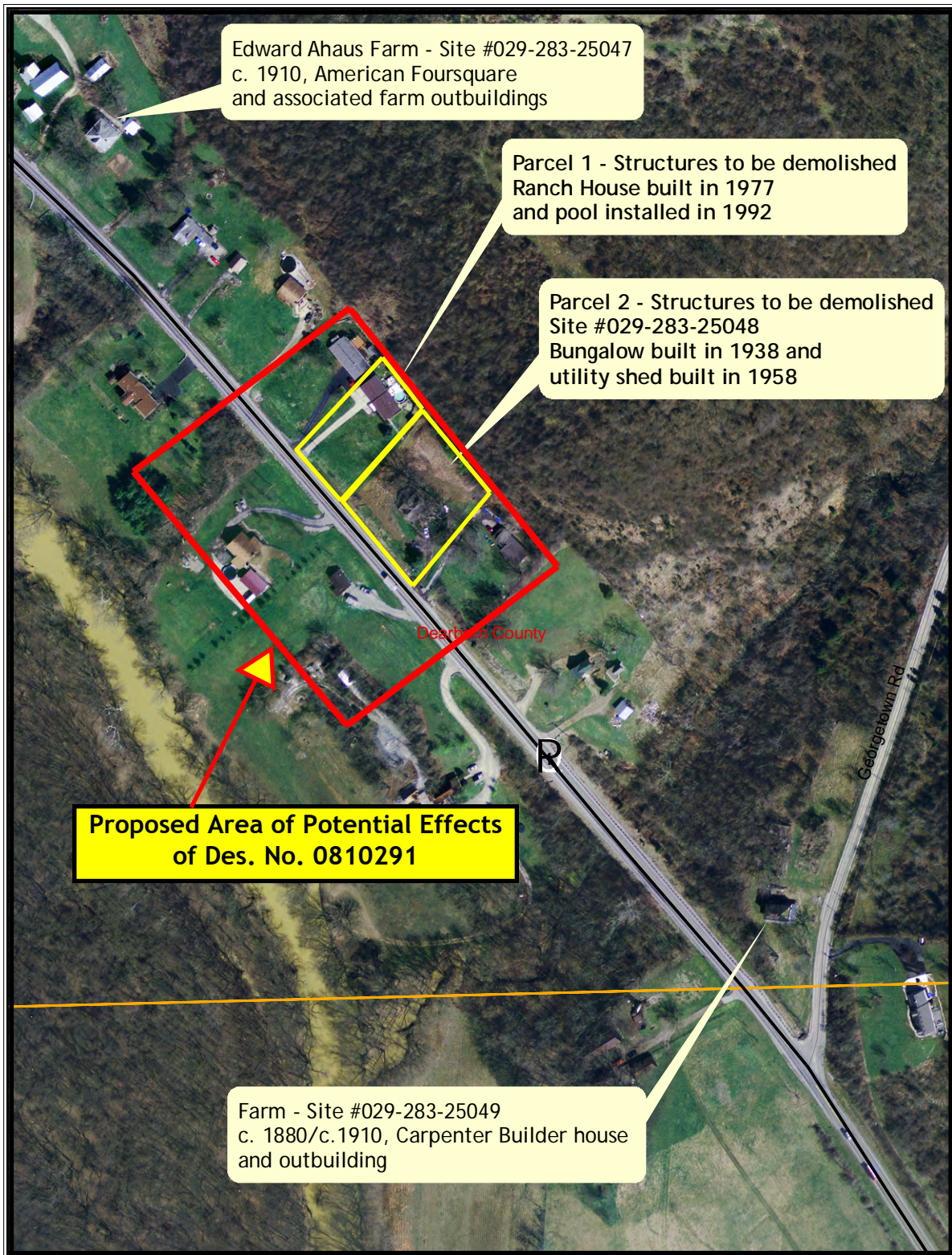
250 125 0 250 Feet  
Scale 1:3,155

Hooven, Indiana Quadrangle [1981-Photorevised 1987]  
Township 6N, Range 1W, Section 27 & 34  
Source: U.S.G.S. 7.5 Minute Series Topographic Map  
B-9





Des. No. 0810291  
Demolition on two parcels located along SR 1  
Miller Township, Dearborn County, Indiana  
Aerial Photograph showing Area of Potential Effects



250 125 0 250 Feet  
Scale 1:3,155

Aerial Photograph 2005  
Township 6N, Range 1W, Section 27 & 34  
Source: 2005 Indiana Orthophotography (IndianaMap  
Framework Data [www.indianamap.org](http://www.indianamap.org))



FEDERAL HIGHWAY ADMINISTRATION's  
SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties) AND  
SECTION 106 FINDINGS AND DETERMINATIONS  
AREA OF POTENTIAL EFFECT  
ELIGIBILITY DETERMINATIONS  
EFFECT FINDING  
Demolitions on Two Parcels located along SR 1  
Miller Township, Dearborn County, Indiana  
DES. No.: 0810291  
FEDERAL PROJECT No.:

**AREA OF POTENTIAL EFFECT**

(Pursuant to 36 CFR Section 800.4(a)(1))

The proposed project involves the demolition of two residential properties, which are located on the northeast side of SR 1 and are approximately 1000 feet northwest of Georgetown Road in Miller Township within Dearborn County, Indiana.

The APE for this project has been defined relatively narrowly given the limited scope of the project work as well as the rolling topography and significant brush in the project area, which limits the visual impacts of the undertaking (see maps in Appendix C). Combined, the two parcels total an area of approximately 1.8 acres.

**ELIGIBILITY DETERMINATIONS**

(Pursuant to 36 CFR 800.4(c)(2))

The APE does not contain any sites either listed in or considered eligible for listing in the National Register of Historic Places.

**EFFECT FINDING**

(Pursuant to 36 CFR 800.4(d)(1))

INDOT, acting on FHWA's behalf, has determined a "No Historic Properties Affected" finding is appropriate for this undertaking because no properties listed in or eligible for listing in the National Register of Historic Places are present within the area of potential effects.

**SECTION 4(f) COMPLIANCE REQUIREMENTS (for historic properties)**

This undertaking will not convert property from any Section 4(f) historic property to a transportation use; the INDOT, acting on FHWA's behalf, has determined the appropriate Section 106 finding is "No Historic Properties Affected;" therefore, no Section 4(f) evaluation is required. INDOT respectfully requests the Indiana State Historic Preservation Officer provide written concurrence with INDOT's Section 106 determination of "No Historic Properties Affected."

Consulting parties will be provided a copy of the findings and determinations in accordance with INDOT and FHWA's Section 106 procedures. Comments will be accepted for 30 days upon receipt of the findings.



Christopher Koeppl  
Administrator  
INDOT Cultural Resources

*Feb. 3, 2009*

Approved Date

FEDERAL HIGHWAY ADMINISTRATION  
DOCUMENTATION OF SECTION 106 FINDING OF  
NO HISTORIC PROPERTIES AFFECTED  
SUBMITTED TO THE STATE HISTORIC PRESERVATION OFFICER  
PURSUANT TO 36 CFR 800.4(d)(1)  
Demolitions on Two Parcels located along SR 1  
Miller Township, Dearborn County, Indiana  
DES. No.: 0810291  
FEDERAL PROJECT No.:

**1. DESCRIPTION OF UNDERTAKING**

The proposed project involves the demolition of all above ground structures on two parcels of land located on the north side of SR 1, approximately 1000' west of Georgetown Road, approximately 1.5 miles north of the city of Greendale, in Miller Township within Dearborn County, Indiana (refer to Appendix C for the maps of the project location). The federal involvement in the project is funding received from the Federal Highway Administration (FHWA).

SR 1 is functionally classified as Rural Minor Arterial, which is on the Federal Aid System and the National Truck Network System. The roadway is also known as the Purple Heart Memorial Highway in the vicinity of the proposed project and is sometimes referred to as the Lawrenceburg Guilford Pike because it approximately follows the same route as that of the original road built between the two towns in the 1820s, which was turned into a turnpike in the 1840s.

The topography of the project area is hilly with elevations ranging from 400' to 700'. The Perfect North Ski Slopes lies off SR 1, less than a mile west of the project APE. Existing land use in the immediate project area consists primarily of pasture land and heavy brush with some residential properties on both sides of the roadway (see maps in Appendix C).

The need for the project arises from the structural instability of the two adjacent residential properties located at 19064 SR 1 and 19078 SR 1, which are in immediate danger of sliding down a hill due to continued slope failure caused by construction activities undertaken by the Indiana Department of Transportation (INDOT) for an earlier adjacent intersection improvement project, Des. No. 9405840 (see Appendix C). Combined, the two parcels slated for demolition total an area of approximately 1.8 acres. Each parcel comprises of one residential house and an outbuilding (see photographs in Appendix D). The acquisition of these residential parcels was undertaken on an accelerated timetable as part of the original project (Des. No. 9405840) after it was cleared under Category B-6 of the Minor Projects Programmatic Agreement. This measure was necessary in order to allow the homeowners to leave their unsafe living conditions at the earliest.

The APE for this project has been defined relatively narrowly given the limited scope of the project work as well as the rolling topography and significant brush in the project area, which limits the visual impacts of the undertaking (see Appendix C). The INDOT approval of the APE is located in Appendix B.

**2. EFFORTS TO IDENTIFY HISTORIC PROPERTIES**

A Historic Property Report (HPR) documenting the methodology and findings of eligibility for properties located within the Area of Potential Effect (APE) of this project was undertaken as part of the Section 106 process.

The National Register of Historic Places (NRHP) and Indiana Register of Historic Sites and Structures (IRHSS) were checked. At present, within the project's APE there are no individual properties or historic districts listed in either the NRHP or the IRHSS. The USGS topographical maps (Hooven, Indiana Quadrangle # 283) and records for properties in Miller Township of Dearborn County available at the Division of Historic Preservation and Archaeology (DHPA) office were also examined.

Only one of the properties within the project APE, which is to be demolished as part of this project, is listed in the *Dearborn County Interim Report: Indiana Historic Structures and Sites Inventory* (1983) as Site #029-283-25048 and is rated as "Notable" (see maps in Appendix C and photographs in Appendix D). This property, located at 19064 SR 1, comprises of a bungalow built in 1938 and a shed constructed in 1958. However, as a result of identification and evaluation efforts for this project, it was determined that



this property did not possess sufficient integrity and/or architectural or historical significance. It was, therefore, not recommended eligible for the NRHP (see conclusions of HPR in Appendix E). Fieldwork undertaken by the INDOT staff also revealed that none of the other homes within the project APE, including the ranch house located at 19078 SR 1 slated for demolition, meet the requisite age to be evaluated for NRHP eligibility (see photographs in Appendix C). As such, the HPR concluded that all properties within the project APE were ineligible for listing in the NRHP (see conclusions of HPR in Appendix E).

On December 24, 2008, the following parties were invited to be Section 106 consulting parties and to aid in the identification of historic properties: the Indiana SHPO; Historic Landmarks Foundation of Indiana - Southeast Field Office; Dearborn County Historian; Dearborn County Historical Society; Acorn Restorations; Ohio-Kentucky-Indiana Regional Council of Governments; Dearborn County Commissioners; and City of Greendale (see Appendix A).

An Archaeological Records Check Assessment Report (Laswell & Miller, 11/13/08) was submitted along with the early coordination letter to the SHPO for review. The report stated that "given that large portions of both parcels are situated on a slope greater than 25 percent, that all mapped soils are severely eroded, that significant roadway and residential disturbance is prevalent throughout both parcel areas and that at a least of segment of both properties have been examined by a professional archaeologist (Blanton 1999), no further archaeological assessment is recommended" (see Appendix E).

The Ohio-Kentucky-Indiana Regional Council of Governments responded to the early coordination in a letter dated January 5, 2009. In the letter they stated that they had "no opinion concerning this project and is reliant on the findings from the historic property report" (see Appendix F).

In a letter dated January 21, 2009, the SHPO stated that "based on our analysis, we do not believe that any historic properties will be altered, demolished, or removed by the proposed project. Additionally we concur with the recommendations made in the archaeological assessment report, and we have not identified any currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places within the proposed project area" (see Appendix F).

None of the other Section 106 consulting parties responded to the December 24, 2008 early coordination letter.

### **3. BASIS FOR FINDING**

"No historic properties affected" is appropriate because no historic properties listed in or eligible for listing in the National Register of Historic Places are present within the area of potential effects.

A public notice regarding INDOT's APE and "No Historic Properties Affected" finding will be issued for this project in a local newspaper in February, 2009. A 30-day comment period will be given. This document will be revised, if necessary, after the public notice to reflect any comments received.

### **APPENDICES**

- A. List of Consulting Parties**
- B. Section 4(f) Compliance Requirements & Section 106 APE/Eligibility/Effect Finding**
- C. Maps**
- D. Photographs**
- E. Historic Property Report and the Archeological Records Check Assessment Report - Summary and Conclusion Pages**
- F. Correspondence from Consulting Parties**

Attachment C

Red Flag Investigation



# INDIANA DEPARTMENT OF TRANSPORTATION

## *Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

**Mitchell E. Daniels, Jr., Governor**  
**Michael B. Cline, Commissioner**

Date: 2/19/2013

To: Hazardous Materials Unit  
Environmental Services  
Indiana Department of Transportation  
100 N Senate Avenue, Room N642  
Indianapolis, IN 46204

From: Brad Williamson  
Seymour District  
185 Agrico Lane  
Seymour, Indiana 47274  
bwilliamson@indot.in.gov

Re: RED FLAG INVESTIGATION  
LA 3988  
Disposal of two excess parcels  
SR 1  
Dearborn County, Indiana

### NARRATIVE

This project will dispose of excess right-of-way along SR 1 in Dearborn County. Two parcels consisting of 1.28 acres will be disposed of along SR 1. No construction of any kind is planned for this project.

### SUMMARY

<b>Infrastructure</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	N/A
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	2
Hospitals	N/A	Trails	N/A
Schools	N/A	Managed Lands	N/A

Explanation: (Please provide a separate paragraph for each item.)

One pipeline is located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

Two railroads are located within the 1/2 mile radius. No impact is expected from the sale of the parcel.



<b>Water Resources</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	<b>1</b>	NWI - Wetlands	<b>13</b>
Karst Springs	<b>N/A</b>	IDEM 303d Listed Lakes	<b>N/A</b>
Canal Structures – Historic	<b>N/A</b>	Lakes	<b>3</b>
NWI - Lines	<b>4</b>	Floodplain - DFIRM	<b>1</b>
IDEM 303d Listed Rivers and Streams (Impaired)	<b>1</b>	Cave Entrance Density	<b>N/A</b>
Rivers and Streams	<b>5</b>	Sinkhole Areas	<b>N/A</b>
Canal Routes - Historic	<b>N/A</b>	Sinking-Stream Basins	<b>N/A</b>

Explanation: (Please provide a separate paragraph for each item.)

One NWI-point is located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

Thirteen NWI-Wetlands are located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

Three lakes are located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

Four NWI-Lines are located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

One floodplain located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

One impaired stream is located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

Five rivers and/or streams are located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required.

<b>Mining/Mineral Exploration</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	<b>N/A</b>	Petroleum Fields	<b>N/A</b>
Mines – Surface	<b>N/A</b>	Mines – Underground	<b>N/A</b>

Explanation: (Please provide a separate paragraph for each item.)

## Ecological Information

The Dearborn County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted. Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or high quality natural communities.

## Cultural Resources

The Cultural Resources section of ES will be reviewing this project. Their findings will be documented in the CE.

<b>Hazmat Concerns</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	1
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	1
Construction Demolition Waste	N/A	State Cleanup Sites	3
Industrial Waste Sites (RCRA Generators)	N/A	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	N/A	Underground Storage Tanks	N/A
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	N/A	Institutional Control Sites	N/A
Open Dump Sites	N/A		

Explanation: (Please provide a separate paragraph for each item.)

One restricted waste site, which is listed as the Tanners Creek Plant Landfill RWS (restricted waste site) 1, is actually located on the Ohio River.

Three state cleanup sites are located within the 1/2 mile radius. American Electric Power-Tanners Creek Plant is incorrectly located on the map and is actually located on the Ohio River. SPARC Realty is located at 440 Nowlin in Greendale. No records were available for this site. The Greendale Greer Tire Pile was cleaned up by IDEM in 2008.

One solid waste landfill is located within the ½ mile radius. However no impacts from the landfill are expected.

## RECOMMENDATIONS

Include recommendations from each section. If there are no recommendations, please indicate N/A:

**INFRASTRUCTURE:** N/A

**WATER RESOURCES:** N/A

**MINING/MINERAL EXPLORATION:** N/A

**ECOLOGICAL INFORMATION:** N/A

**CULTURAL RESOURCES:** N/A

### HAZMAT CONCERNS:

One restricted waste site, which is listed as the Tanners Creek Plant Landfill RWS (restricted waste site) 1, is actually located on the Ohio River.

Three state cleanup sites are located within the 1/2 mile radius. American Electric Power-Tanners Creek Plant is incorrectly located on the map and is actually located on the Ohio River. SPARC Realty is located at 440 Nowlin in Greendale. No records were available for this site. The Greendale Greer Tire Pile was cleaned up by IDEM in 2008.

One solid waste landfill is located within the 1/2 mile radius. However no impacts from the landfill are expected.

INDOT Environmental Services concurrence: \_\_\_\_\_(Signature)

Prepared by:  
Brad Williamson  
Environmental Manager 2  
INDOT-Seymour District

### Graphics:

A map for each report section with a 1/2 mile radius buffer around all project area(s) showing all items identified as possible items of concern is attached. If there is not a section map included, please change the YES to N/A:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

INFRASTRUCTURE: YES

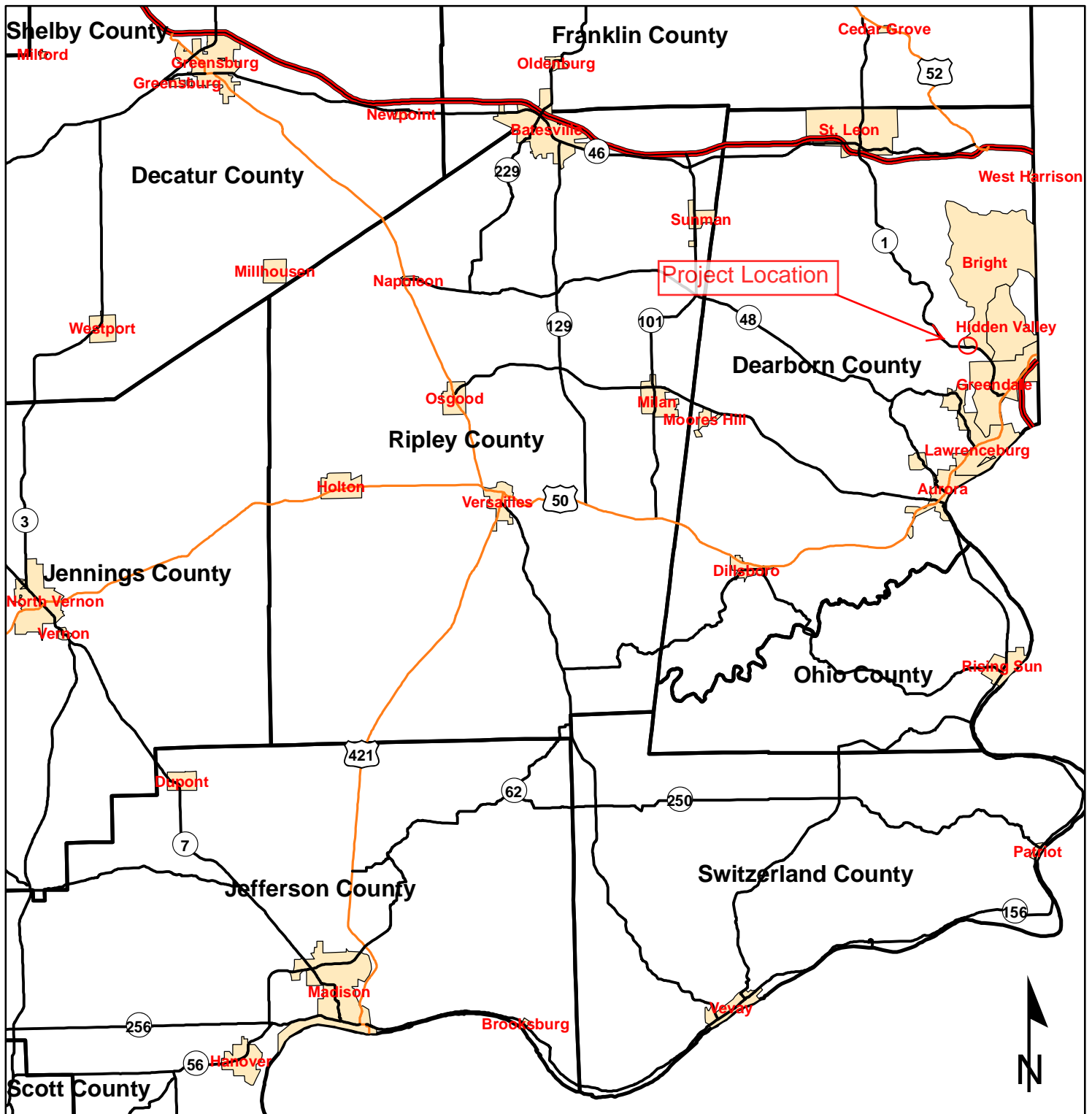
WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: YES

# SR 1, Dearborn County, Indiana

## LA 0850, Disposal of Excess Parcel



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

### Sources: Non Orthophotography







**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

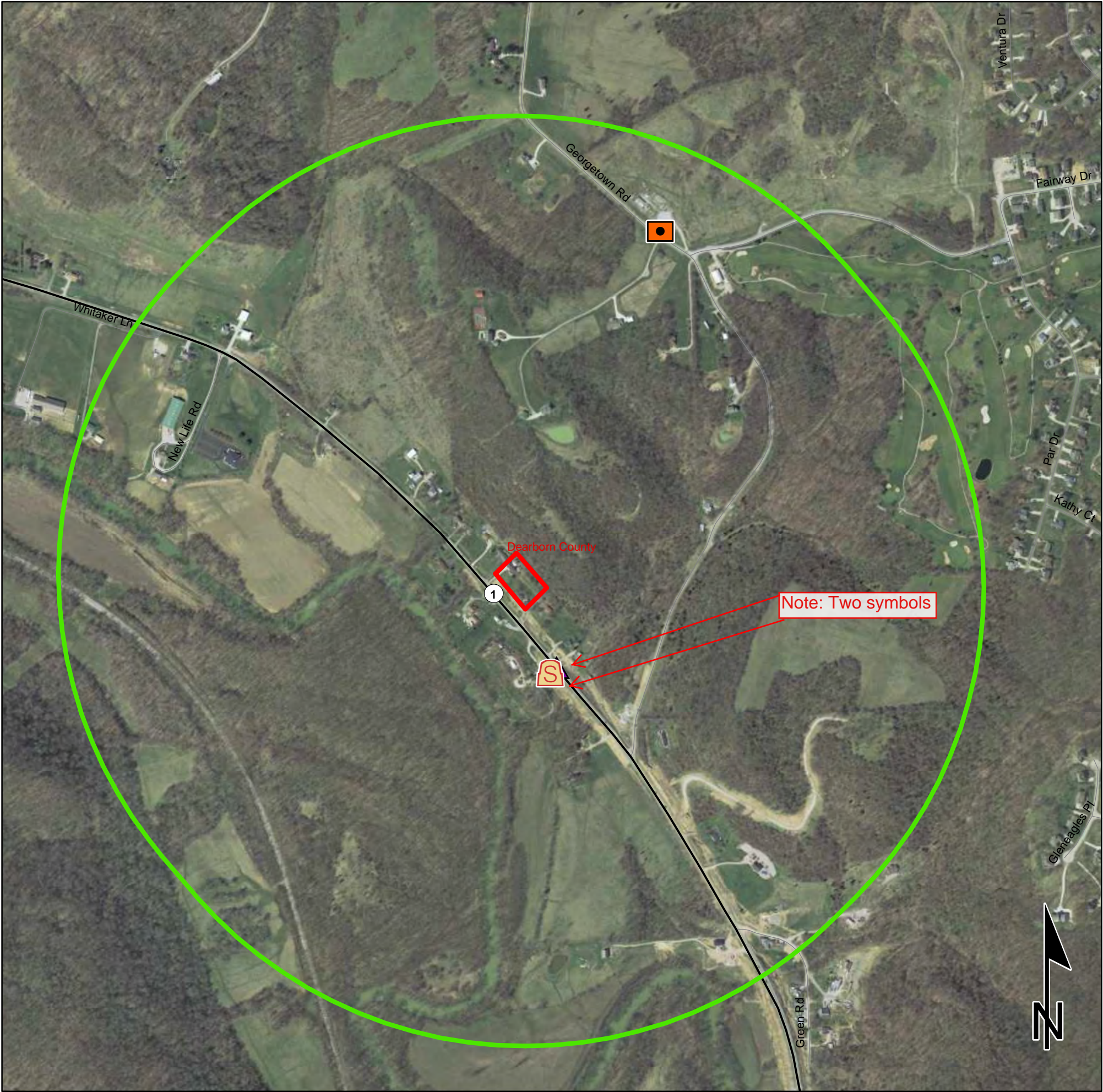
Scale 1:385,552

6 3 0 6 Miles

- |   |                        |   |             |
|---|------------------------|---|-------------|
|  | Section Town and Range |  | Interstate  |
|  | County Boundary        |  | State Route |
|  | Local Road             |  | US Route    |



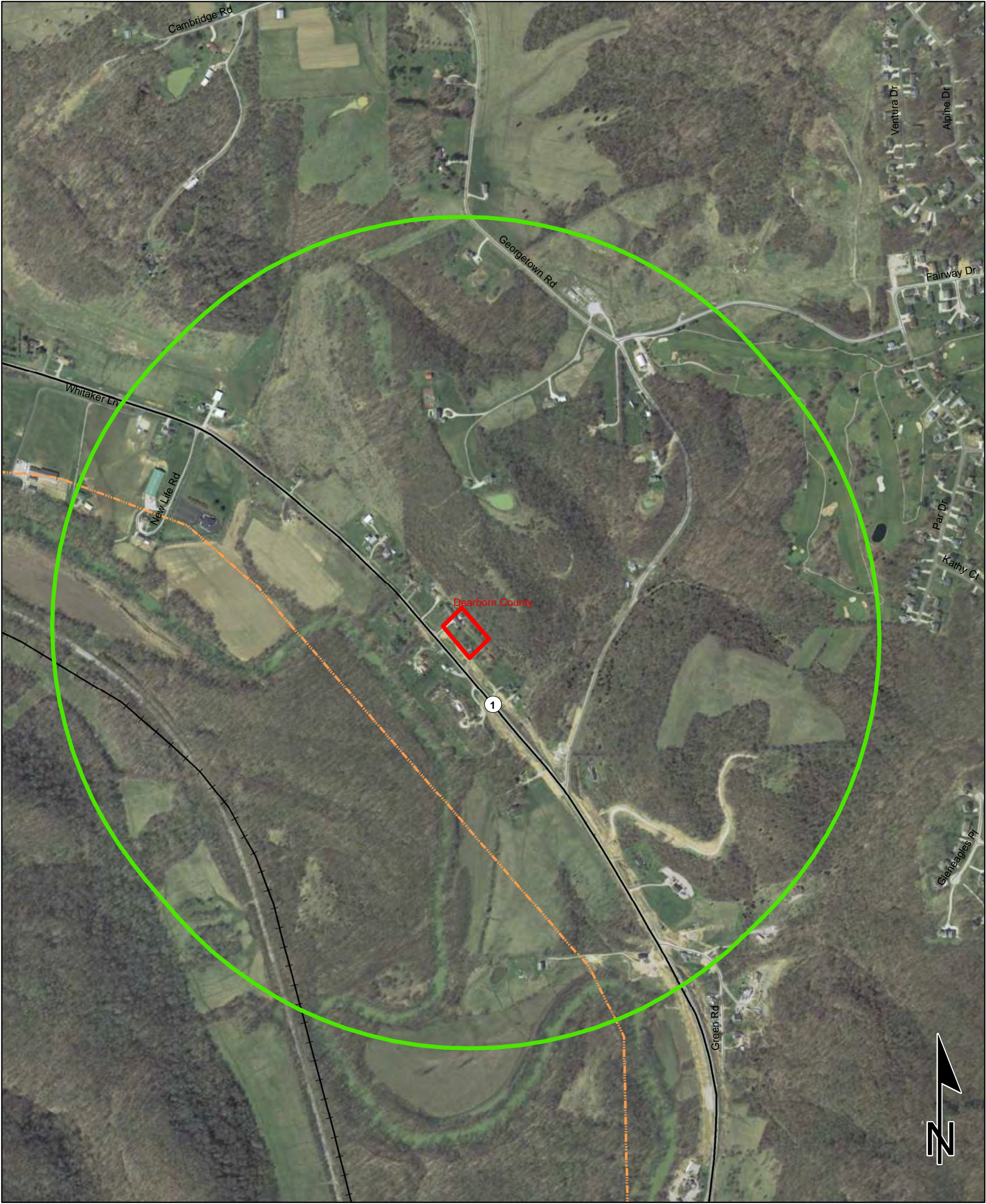
Red Flag Investigation - Hazardous Materials Map  
SR 1  
LA 3988 , Disposal of Excess Right-of-Way  
Dearborn County, Indiana



	Brownfield		Open Dump Waste Site		Voluntary Remediation Program
	RCRA Corrective Action Sites		Restricted Waste Site		Superfund
	Confined Feeding Operation		Septage Waste Site		Institutional Controls
	Construction/Demolition Site		Solid Waste Landfill		County Boundary
	Industrial Waste Sites		State Cleanup Site		Project Area
	Infectious/Medical Waste Site		Tire Waste Site		Half Mile Radius
	Lagoon		Waste Transfer Station		Interstate
	Leaking Underground Storage Tank		RCRA Waste Treatment Storage Disposal		State Route
	Manufactured Gas Plant		Underground Storage Tank		US Route
	NPDES Facilities				Local Road
	NPDES Pipe Locations				



Red Flag Investigation - Infrastructure Map  
SR 1  
LA 3988 , Disposal of Excess Right-of-Way  
Dearborn County, Indiana

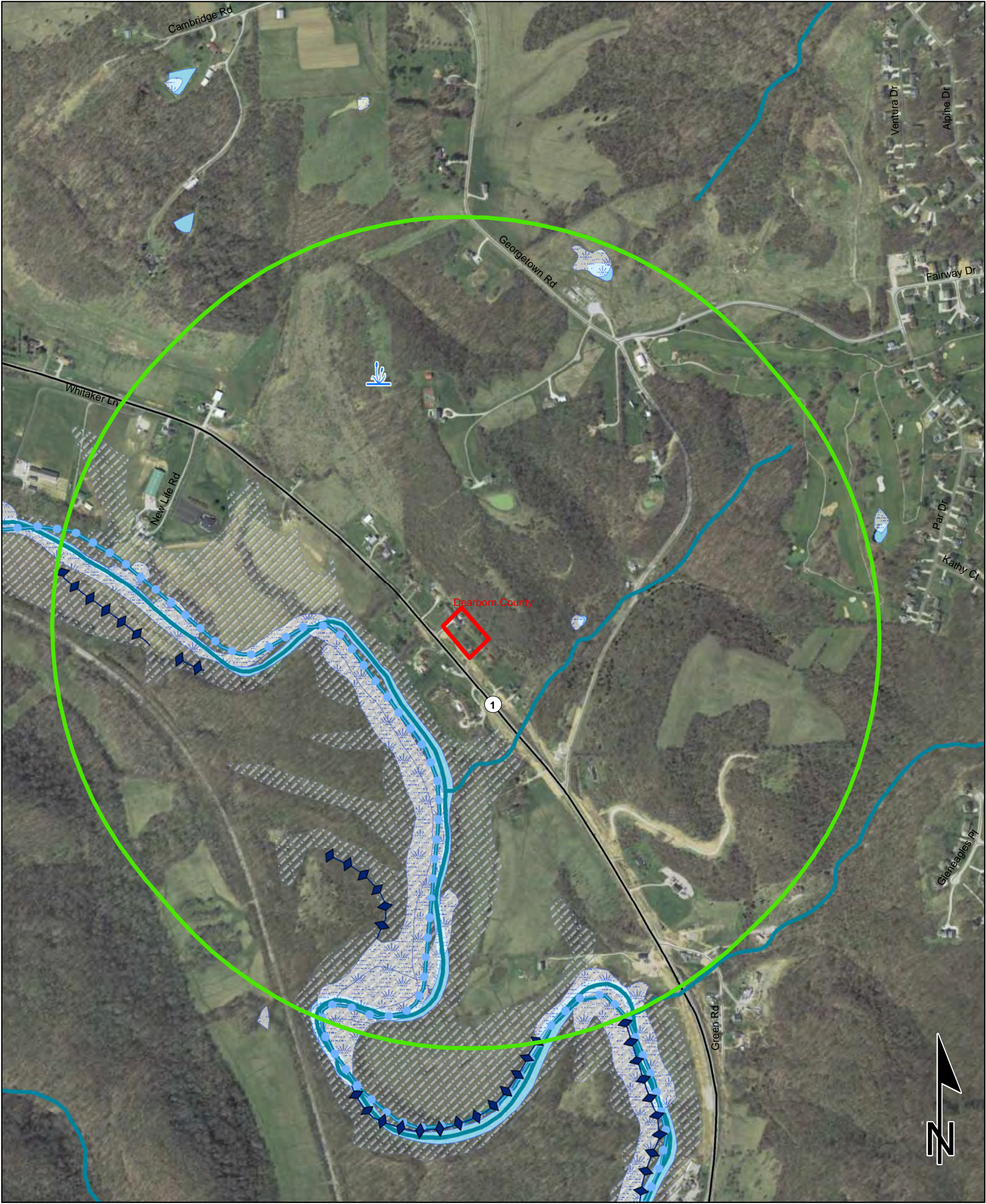


Sources: 0.1 0.05 0 0.1 Miles  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83  
**This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.**

	Religious Facility		Recreation Facility		Project Area
	Airport		Pipeline		Half Mile Radius
	Cemeteries		Railroad		Interstate
	Hospital		Trails		State Route
	School		Managed Lands		US Route
			County Boundary		Local Road



Red Flag Investigation - Water Resource Map  
SR 1  
LA 3988 , Disposal of Excess Right-of-Way  
Dearborn County, Indiana



Sources:  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N    **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



	NWI - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NWI- Line		Floodplain - DFIRM		State Route
	Stream - Impaired		Cave Entrance Density		US Route
	River		Sinkhole Area		Local Road
	Canal Route - Historic		Sinking-Stream Basin		
			County Boundary		



# Indiana County Endangered, Threatened and Rare Species List

## County: Dearborn

Species Name	Common Name	FED	STATE	GRANK	SRANK
<b>Mollusk: Bivalvia (Mussels)</b>					
Villosa lienosa	Little Spectaclecase		SSC	G5	S3
<b>Insect: Coleoptera (Beetles)</b>					
Cicindela marginipennis	Cobblestone Tiger Beetle		SE	G2	S2
<b>Fish</b>					
Etheostoma variatum	Variegate Darter		SE	G5	S1
<b>Reptile</b>					
Crotalus horridus	Timber Rattlesnake		SE	G4	S2
<b>Bird</b>					
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Nycticorax nycticorax	Black-crowned Night-heron		SE	G5	S1B
Sternula antillarum athalassos	Interior Least Tern	LE	SE	G4T2Q	S1B
Tyto alba	Barn Owl		SE	G5	S2
<b>Mammal</b>					
Lynx rufus	Bobcat	No Status	SSC	G5	S1
Taxidea taxus	American Badger		SSC	G5	S2
<b>Vascular Plant</b>					
Armoracia aquatica	Lake Cress		SE	G4?	S1
Diodia virginiana	Buttonweed		WL	G5	S2
Euphorbia serpens	Matted Broomspurge		SE	G5	S1
Juglans cinerea	Butternut		WL	G4	S3
Lilium canadense	Canada Lily		SR	G5	S2
Ludwigia decurrens	Primrose Willow		WL	G5	S2
Penstemon canescens	Gray Beardtongue		SE	G4	S2
Saxifraga virginensis	Virginia Saxifrage		WL	G5	S3
Trifolium stoloniferum	Running Buffalo Clover	LE	SE	G3	S1
Viburnum molle	Softleaf Arrow-wood		SR	G5	S2
<b>High Quality Natural Community</b>					
Forest - flatwoods bluegrass till plain	Bluegrass Till Plain Flatwoods		SG	G3	S2
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3

Indiana Natural Heritage Data Center  
Division of Nature Preserves  
Indiana Department of Natural Resources  
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting  
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list  
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank  
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

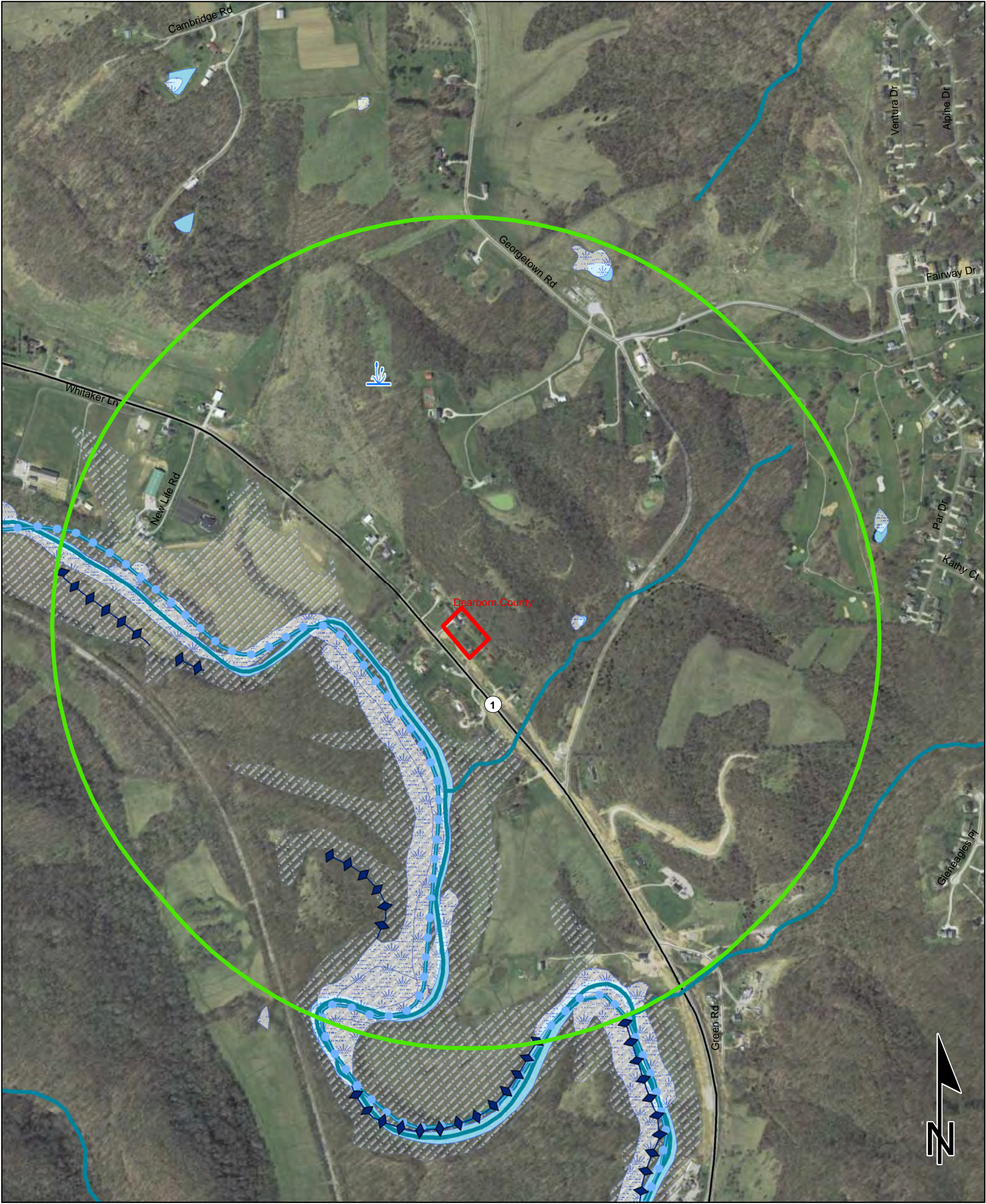


Attachment D

Water Resources



Red Flag Investigation - Water Resource Map  
SR 1  
LA 3988 , Disposal of Excess Right-of-Way  
Dearborn County, Indiana



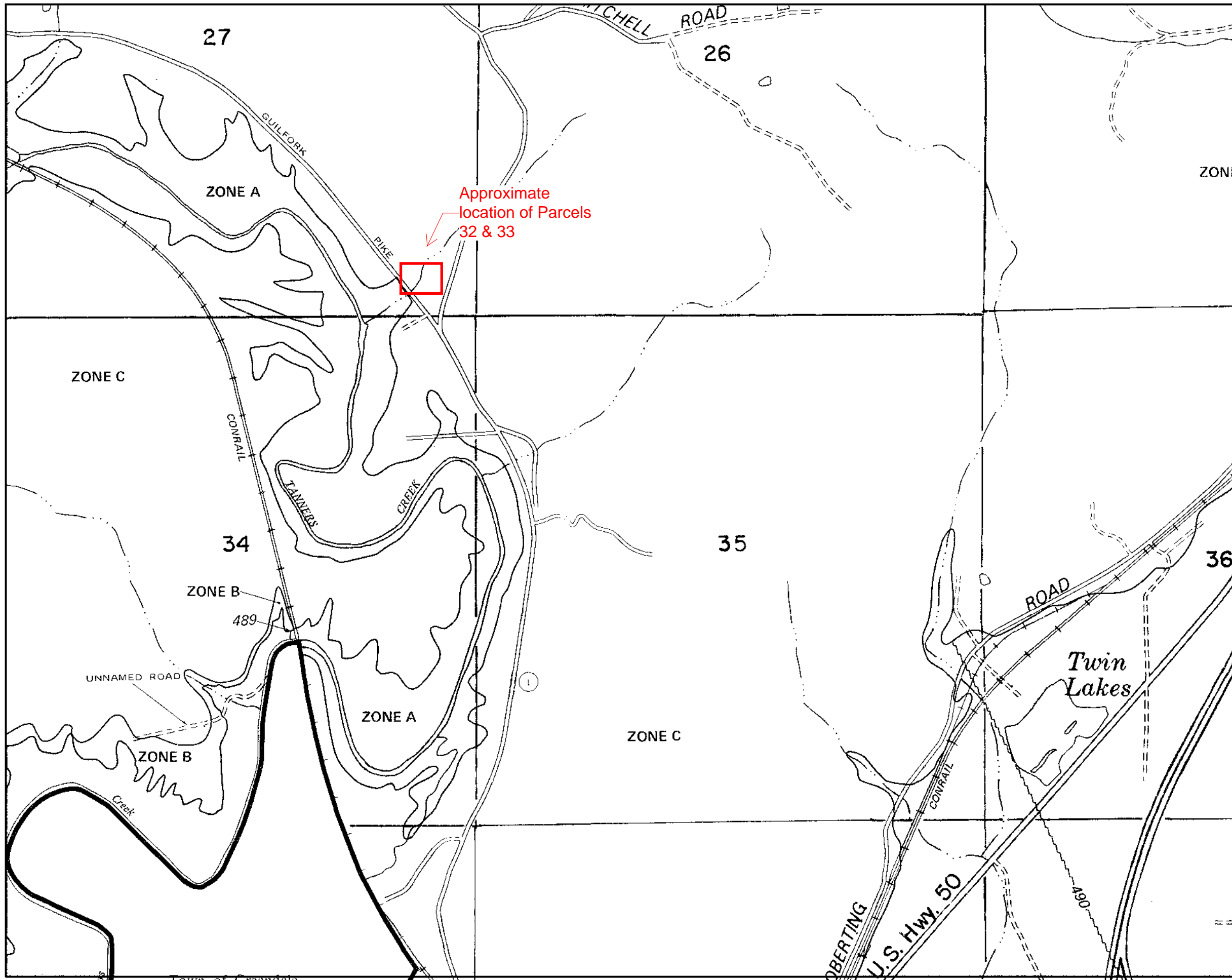
Sources:  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83


This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.



	NWI - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NWI- Line		Floodplain - DFIRM		State Route
	Stream - Impaired		Cave Entrance Density		US Route
	River		Sinkhole Area		Local Road
	Canal Route - Historic		Sinking-Stream Basin		
			County Boundary		







APPROXIMATE SCALE

1000 0 1000 FEET

**NATIONAL FLOOD INSURANCE PROGRAM**


**FIRM**  
**FLOOD INSURANCE RATE MAP**

COUNTY OF  
**DEARBORN,**  
**INDIANA**  
(UNINCORPORATED AREAS)

PANEL 85 OF 135

COMMUNITY-PANEL NUMBER  
180038 0085 B

EFFECTIVE DATE:  
SEPTEMBER 16, 1982



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



# U.S. Fish and Wildlife Service National Wetlands Inventory

LA Code 3988,  
parcels 32 & 33

Nov 20, 2013



## Wetlands

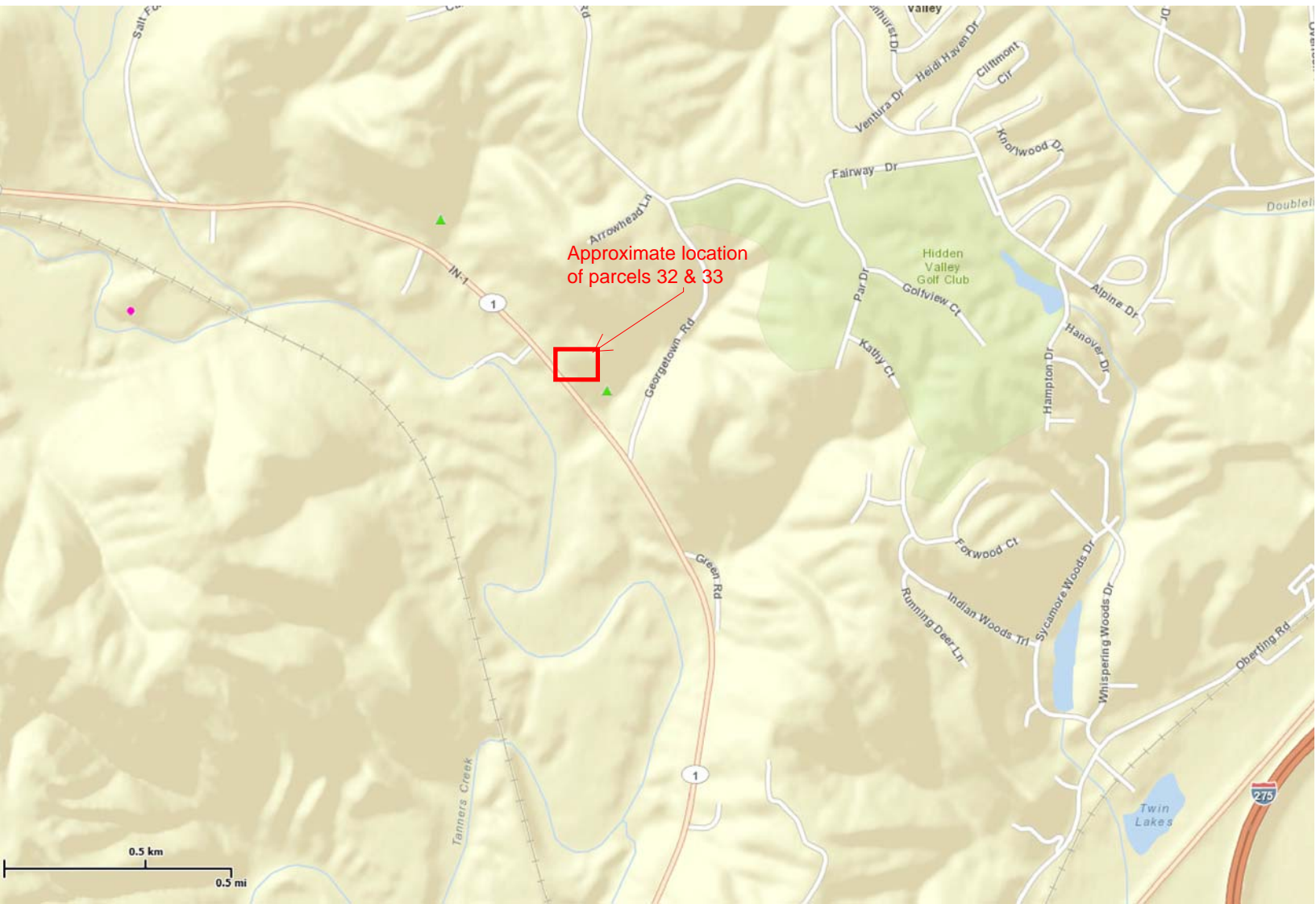
- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**User Remarks:**  
USFWS Wetlands Map

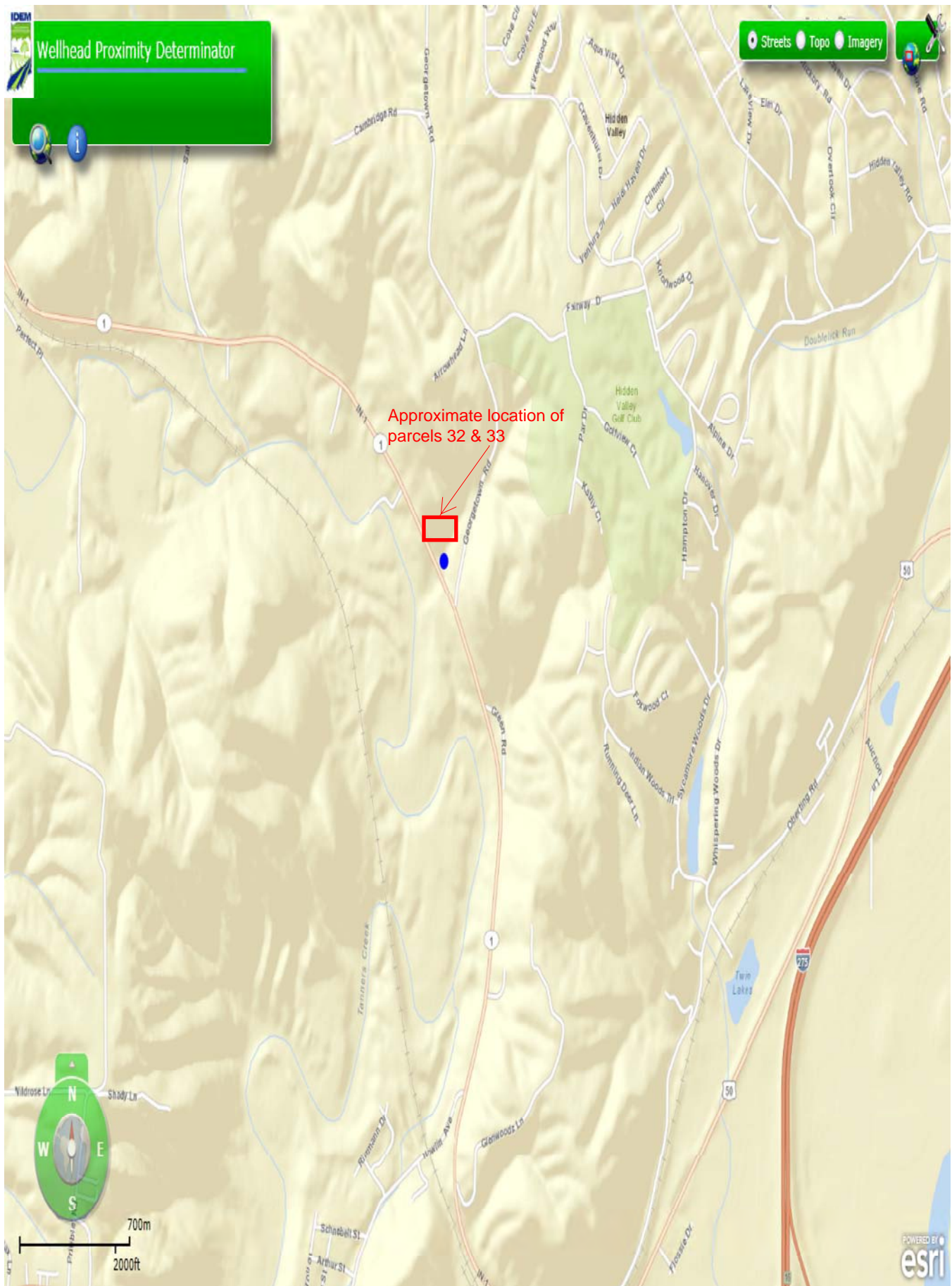
# Water Wells Records Map

Indiana Dept. of Natural Resources



Copyright 2012 Indiana Dept. of Natural Resources. Wed Nov 20 2013 02:49:32 PM.





## Attachment E

### Additional Parcel Information



**INDIANA DEPARTMENT OF TRANSPORTATION**  
*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204

PHONE: (317) 232-5005  
FAX: (317) 233-3055

**Michael R. Pence., Governor**  
**Karl B. Browning, Commissioner**

August 30, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services  
THRU: Chris Andrews, Environmental Services  
THRU: Ron Bales, Environmental Services  
FROM: Steve Catron, Excess Land Team  
Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The Seymour District has determined the property to be excess.

Project: STP-8715(001)  
Parcel(s): 32 & 33  
Code: 3988  
County: Dearborn  
Road: SR 1

**Expected time of completion of the above activities is October 7, 2013**

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. **Also, please obtain a clearance letter from the Department of Natural Resources, if needed.**



## Exhibit "A"

Project No. STP-8715(001) R/W

Code: 3988

Parcel No. 32 Excess

Tax I.D. No. 020-000819-00

Page 1 of 2

A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located; thence with the center of said state road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Record 162, page 93), 425.30 feet to the point of beginning, said point being the northwest corner this survey; thence North 44 degrees 00 minutes East 271.9 feet to a stake; thence paralleling the center of State Road No. 1 along an existing fence, South 41 degrees 29 minutes East 120.15 feet to a stake; thence South 44 degrees 00 minutes West 271.9 feet to the center of the State Route No. 1; thence along said center line North 41 degrees 29 minutes West 120.15 feet to the point of beginning. Containing 0.75 acres more or less. Subject to the right-of-way of State Highway 1. Subject to rights of way of record.

**EXCEPTING THEREFROM:** A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Dearborn County, Indiana, the following described area to be retained as Right of Way for State Route No. 1, and described as follows: Beginning at the southwest corner of the above described area; thence along the northwest line of subject property North 44 degrees 00 minutes 00 seconds East, a distance of 75.00 feet (22.86 meters); thence paralleling the center of State Road No. 1 South 41 degrees 29 minutes 00 seconds East, a distance of 120.15 feet (36.62 meters) to the southeast line of subject property; thence along said southeast line South 44 degrees 00 minutes 00 seconds West, a distance of 75.00 feet (22.86 meters) to the center of the State Route No. 1; thence along said center line North 41 degrees 29 minutes 00 seconds West, a distance of 120.15 feet (36.62 meters) to the POINT OF BEGINNING; said described tract containing 0.206 Acres (0.084 hectares), more or less.

Total area after said exception contains 0.544 acres. Subject to all rights of way of record.

Further, by its execution and acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the real estate in any manner whatsoever, this covenant releasing Grantor shall be a covenant running with title to the Real Estate and shall be binding upon Grantee, its successors and assigns.

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 32 Excess  
Tax I.D. No. 020-000819-00  
Page 1 of 2

This description prepared for the Indiana Department of Transportation by John Kurtz, Indiana  
Registered Land Surveyor, License Number 80900003, on the 27<sup>th</sup> day of November, 2012.

  
John Kurtz, LS



## **Exhibit "A"**

Project No. STP-8715(001) R/W

Code: 3988

Parcel No. 33 Excess

Tax I.D. No.: 020-000817-00 and 020-000820-00

Page 1 of 2

A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located and thence with the center of State Road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Book 162, Page 93), 785.7 feet to the point of beginning of this description, thence North 44 degrees East, 271.9 feet to a stake in an existing property line fence, thence South 41 degrees 29 minutes East along an existing fence 160.21 feet to the Northeast corner of this parcel, said northeast corner being 151.03 feet along property line from a fence post corner, thence South 44 degrees West 271.9 feet to the centerline of S.R. No. 1, said point being the Southeast corner of this parcel, thence North 41 degrees 29 minutes West 160.21 feet along said center line to the point of beginning. Containing 1.00 acres, more or less.

**ALSO CONVEYING:** Being part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West of the First Principal Meridian located in miller Township, Dearborn County, Indiana, and described as follows: Commencing at the center of Southeast Quarter, Section 27, T6N, R1W; thence South 41 degrees 37 minutes West, 129.3 feet to the center of S.R. 1, (being 4.5 feet southwesterly from center of pavement ); thence South 41 degrees 29 minutes East along said road 822.89 feet to the southerly corner of William L. and Beverly L Boetticher (D.R. 175, page 521) also the point of beginning; thence North 44 degrees 00 minutes East along Boettichers' easterly line 140.48 feet to an iron pipe; thence South 29 degrees 31 minutes West, 148.11 feet to the center of S.R. 1; thence North 41 degrees 29 minutes West along said road 37.14 feet to the point of beginning. This tract contains 0.060 acres from the lands of Millard Scudder, Inc.

**EXCEPTING THEREFROM:** A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Dearborn County, Indiana, the following described area to be retained as Right of Way for State Road No. 1, and described as follows: Beginning at the southwest corner of the above described 1.00 acre parcel; thence along the northwestern line of subject property North 44 degrees 00 minutes 00 seconds East, a distance of 75.00 feet (22.86 meters); thence paralleling the center of State Road No. 1 South 41 degrees 29 minutes 00 seconds East, a distance of 177.51 feet (54.11 meters) to the southeastern line of the subject property; thence along said southeastern line South 29 degrees 31 minutes 00 seconds West, a distance of 79.08 feet (24.10 meters) to the center of the State Route No. 1; thence along said center line North 41

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 33 Excess  
Tax I.D. No.: 020-000817-00 and 020-000820-00  
Page 2 of 2

degrees 29 minutes 00 seconds West, a distance of 197.35 feet (60.15 meters) to the POINT OF BEGINNING; said described tract containing 0.322 Acres (0.130 hectares), more or less.

The exception includes area from Deed Record 64, Page 683 in the office of the Dearborn County Recorder. Total area remaining after this exception contains 0.738 acres, more or less.

Subject to all rights of way of record.

Further, by its execution and acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the real estate in any manner whatsoever, this covenant releasing Grantor shall be a covenant running with title to the Real Estate and shall be binding upon Grantee, its successors and assigns.

This description prepared for the Indiana Department of Transportation by John Kurtz, Indiana Registered Land Surveyor, License Number 80900003, on the 27<sup>th</sup> day of November, 2012.

  
John Kurtz, LS





To see all the details that are visible on the screen, use the "Full" link next to the map.









DULY ENTERED FOR TAXATION

THIS 18th DAY OF May, 2009  
Cary B. Pickens  
AUDITOR DEARBORN COUNTY

200900002374  
Filed for Record in  
DEARBORN COUNTY, INDIANA  
BARBARA J. KAFFENBERGER  
03-18-2009 At 11:08:58 am.  
M/C DEED .00  
DR Book 208 Page 2127 - 2131

Form WD-1  
8/98

WARRANTY DEED

020-000820-00  
020-000817-00

Project: STP-8715(001)  
Code: 3988  
Parcel: 33  
Page: 1 of 2

THIS INDENTURE WITNESSETH, That Teresa C. Rodriguez, F.K.A. Teresa C. Martin

the Grantor(s), of Dearborn County, State of Indiana Convey(s) and Warrant(s) to the  
STATE OF INDIANA, the Grantee, for and in consideration of the sum One Hundred Twenty Thousand Dollars  
(\$ 120,000.00 ) (of which said sum \$ 120,000.00 represents  
land and improvements acquired and \$ -0- represents damages) and other valuable  
consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of  
Dearborn, State of Indiana, and being more particularly described in the legal description(s) attached hereto as  
Exhibit "A" incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed  
in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the  
abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use,  
conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any  
right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a  
covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The Grantor(s) assume and agree to pay the 2007 payable 2008 real estate taxes on the above described real estate.

see pg 3

Project: STP-8715(001)  
Code: 3988  
Parcel: 33  
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) ha\_\_\_\_\_ executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_

By: Teresa C. Rodriguez (Seal)  
Teresa C. Rodriguez, FKA, Teresa C. Martin

STATE OF Ohio :  
COUNTY OF Hamilton : SS:

Before me, a Notary Public in and for said State and County, personally appeared

Teresa C. Rodriguez, FKA, Teresa C. Martin, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 26 day of November, 2008.

Signature

Printed Name \_\_\_\_\_

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_


Interests in land acquired by the Indiana  
Department of Transportation  
Grantee mailing address:  
100 North Senate Avenue  
Indianapolis, IN 46204-2219  
I.C. 8-23-7-31



AMY M. CLEMENTS  
Notary Public, State of Ohio  
My Commission Expires April 23, 2013

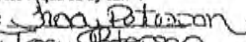
Attorney at Law

This instrument was prepared and approved as to form  
by the undersigned Deputy Attorney General who,  
under penalties of perjury, affirms that he has redacted,  
to the extent permitted by law, each Social Security  
number in this document.

  
RICHARD C. MELFI  
DEPUTY ATTORNEY GENERAL

Richard C. Melfi, Attorney No. 23425-29  
Deputy Attorney General  
State of Indiana  
Indiana Government Center South, 5<sup>th</sup> Floor  
302 West Washington Street  
Indianapolis, IN 46204

"I affirm, under the penalties for perjury,  
that I have taken reasonable care to  
redact each Social Security number in this  
document, unless required by law".

Signature:   
Printed Name: Tracy Peterson

## Exhibit "A"

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 33 Fee  
Tax I.D. No.: 020-000817-00  
Page 1 of 2

A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located and thence with the center of State Road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Book 162, Page 93), 785.7 feet to the point of beginning of this description, thence North 44 degrees East, 271.9 feet to a stake in an existing property line fence, thence South 41 degrees 29 minutes East along an existing fence 160.21 feet to the Northeast corner of this parcel, said northeast corner being 151.03 feet along property line from a fence post corner, thence South 44 degrees West 271.9 feet to the centerline of S.R. No. 1, said point being the Southeast corner of this parcel, thence North 41 degrees 29 minutes West 160.21 feet along said center line to the point of beginning. Containing 1.00 acres, more or less.

Also conveying: Being part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West of the First Principal Meridian located in Miller Township, Dearborn County, Indiana, and described as follows: Commencing at the center of Southeast Quarter, Section 27, T6N, R1W; thence South 41 degrees 37 minutes West, 129.3 feet to the center of S.R. 1, (being 4.5 feet southwesterly from center of pavement); thence South 41 degrees 29 minutes East along said road 822.89 feet to the southerly corner of William L. and Beverly L. Boetticher (D.R. 175, page 521) also the point of beginning; thence North 44 degrees 00 minutes East along Boettichers' easterly line 140.48 feet to an iron pipe; thence South 29 degrees 31 minutes West, 148.11 feet to the center of S.R. 1; thence North 41 degrees 29 minutes West along said road 37.14 feet to the point of beginning. This tract contains 0.060 acres from the lands of Millard Scudder, Inc.

Excepting therefrom: A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Dearborn County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the Right of Way Parcel Plat marked Exhibit "B" found recorded in Deed Record 64, Page 683 in the office of the Dearborn County Recorder, and described as follows: Commencing at the Middle Point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. 1 as now located and thence with the center of the S.R. 1 South 41 degrees 29 minutes East (the foregoing portion of this description beginning with the words "Commencing at" is quoted from Deed Record 269, page 601) 165.802 meters (543.97 feet) to the prolonged



Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 33 Fee  
Tax ID. No.: 020-000817-00  
Page 2 of 2

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03-18-2009 At 11:08:58 AM  
N/C DEED .00  
OR Book 208 Page 2127 - 2131

northwestern line of the grantors' land; thence North 40 degrees 54 minutes 49 seconds East 17.009 meters (55.80 feet), along said northwestern line prolonged, to the northeastern boundary of said S.R. 1; thence South 39 degrees 21 minutes 01 second East 14.549 meters (47.73 feet), along the boundary of said S.R. 1, to the point of beginning of this description, designated "41" on said Parcel Plat; thence South 42 degrees 12 minutes 26 seconds East 40.273 meters (132.13 feet) to the southeastern line of the grantors' land; thence South 26 degrees 54 minutes 32 seconds West 2.193 meters (7.19 feet), along said southeastern line, to the boundary of said S.R. 1; thence North 39 degrees 21 minutes 01 second West 41.106 meters (134.86 feet), along the boundary of said S.R. 1, to the point of beginning and containing 0.0041 hectares (0.010 acres), more or less.

Containing 1.05 acres more or less, after said exception.

This description prepared for the Indiana Department of Transportation by Corey D. Allen, Indiana Registered Land Surveyor, License Number 20600044, on the 10<sup>th</sup> day of September, 2008.



*Corey D. Allen*  
Corey D. Allen, PLS

DULY ENTERED FOR TAXATION

THIS 26<sup>th</sup> DAY OF Jan, 2009

Cary B. Pickett  
AUDITOR DEARBORN COUNTY

200900000526  
Filed for Record in  
DEARBORN COUNTY, INDIANA  
BARBARA J. KAFFENBERGER  
01-26-2009 At 03:29:25 pm.  
N/C DEED .00  
OR Book 205 Page 661 - 664

Form WD-1  
8/98

## WARRANTY DEED

020-000819-00

Project: STP-8715(001)

Code: 3988

Parcel: 32

Page: 1 of 2

THIS INDENTURE WITNESSETH, That Jon R. Agapie, AKA, Jon R. Agapie, Jr.

the Grantor(s), of Dearborn County, State of Indiana Convey(s) and Warrant(s) to the  
STATE OF INDIANA, the Grantee, for and in consideration of the sum One Hundred Sixteen Thousand Dollars  
( \$ 116,000.00 ) ( of which said sum \$ 116,000.00 represents  
land and improvements acquired and \$ -0- represents damages) and other valuable  
consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of  
Dearborn, State of Indiana, and being more particularly described in the legal description(s) attached hereto as  
Exhibit "A" incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed  
in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the  
abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use,  
conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any  
right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a  
covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The Grantor (s) assume and agree to pay the 2007 payable 2008 real estate taxes on the above described real estate.

see pg 3

Project: STP-8715(001)  
Code: 3988  
Parcel: 32  
Page: 2 of 2

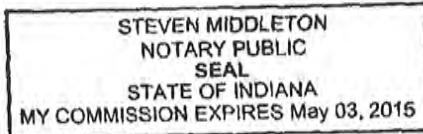
IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 19th day of November, 2008.

By: [Signature] (Seal)  
Jon R. Agapie, AKA Jon R. Agapie, Jr.

STATE OF Indiana:

COUNTY OF Madison:

SS:



Before me, a Notary Public in and for said State and County, personally appeared Jon R. Agapie, AKA, Jon R. Agapie, Jr., the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19th day of November, 2008.

Signature [Signature]

[Signature] 11/25/08

Printed Name Steven Middleton

My Commission expires 5/3/2015


I am a resident of Marion County.

Interests in land acquired by the Indiana  
Department of Transportation  
Grantee mailing address:  
100 North Senate Avenue  
Indianapolis, IN 46204-2219  
I.C. 8-23-7-31

This Instrument Prepared By


Attorney at Law

This instrument was prepared and approved as to form  
by the undersigned Deputy Attorney General who,  
under penalties of perjury, affirms that he has redacted,  
to the extent permitted by law, each Social Security  
number in this document.

  
RICHARD C. MELFI  
DEPUTY ATTORNEY GENERAL

Richard C. Melfi, Attorney No. 23425-29  
Deputy Attorney General  
State of Indiana  
Indiana Government Center South, 5<sup>th</sup> Floor  
302 West Washington Street  
Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document, unless  
required by law."

Signature:   
Printed Name: Tracy Peterson



200900000526  
Filed for Record in  
DEARBORN COUNTY, INDIANA  
BARBARA J. KAFFENBERGER  
01-26-2009 At 03:29:25 pm.  
H/C DEED .00  
DR Book 205 Page 661 - 664

### Exhibit "A"

Project No. STP-8715(001) R/W  
Code: 3988  
Parcel No. 32 Fee  
Tax I.D. No. 020-000819-00  
Page 1 of 1

A part of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, described as follows: Commencing at the middle point of said Southeast Quarter; thence South 41 degrees 37 minutes West 129.3 feet to the center line of S.R. No. 1, as now located; thence with the center of said state road, South 41 degrees 29 minutes East (the foregoing was quoted from Deed Record 162, page 93), 425.30 feet to the point of beginning, said point being the Northwest corner this survey; thence North 44 degrees 00 minutes East 271.9 feet to a stake; thence paralleling the center of State Road No. 1 along an existing fence, South 41 degrees 29 minutes East 120.15 feet to a stake; thence South 44 degrees 00 minutes West 271.9 feet to the center of the State Route No. 1; thence along said center line North 41 degrees 29 minutes West 120.15 feet to the point of beginning. Containing 0.75 acres more or less. Subject to the right-of-way of State Highway 1. Subject to rights of way of record.

This description prepared for the Indiana Department of Transportation by Corey D. Allen, Indiana Registered Land Surveyor, License Number 20600044, on the 9<sup>th</sup> day of September, 2008.



*Corey D. Allen*  
Corey D. Allen, PLS

PROJECT NO.	DESIGNATION NO.
STP-8715 (001) R/W	9405840
CONTRACT NO.	BRIDGE FILE NO.

# INDIANA DEPARTMENT OF TRANSPORTATION

CODE: 3988  
DES NO. 9405840

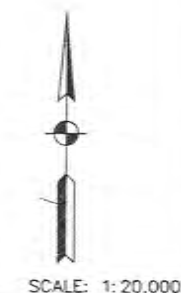
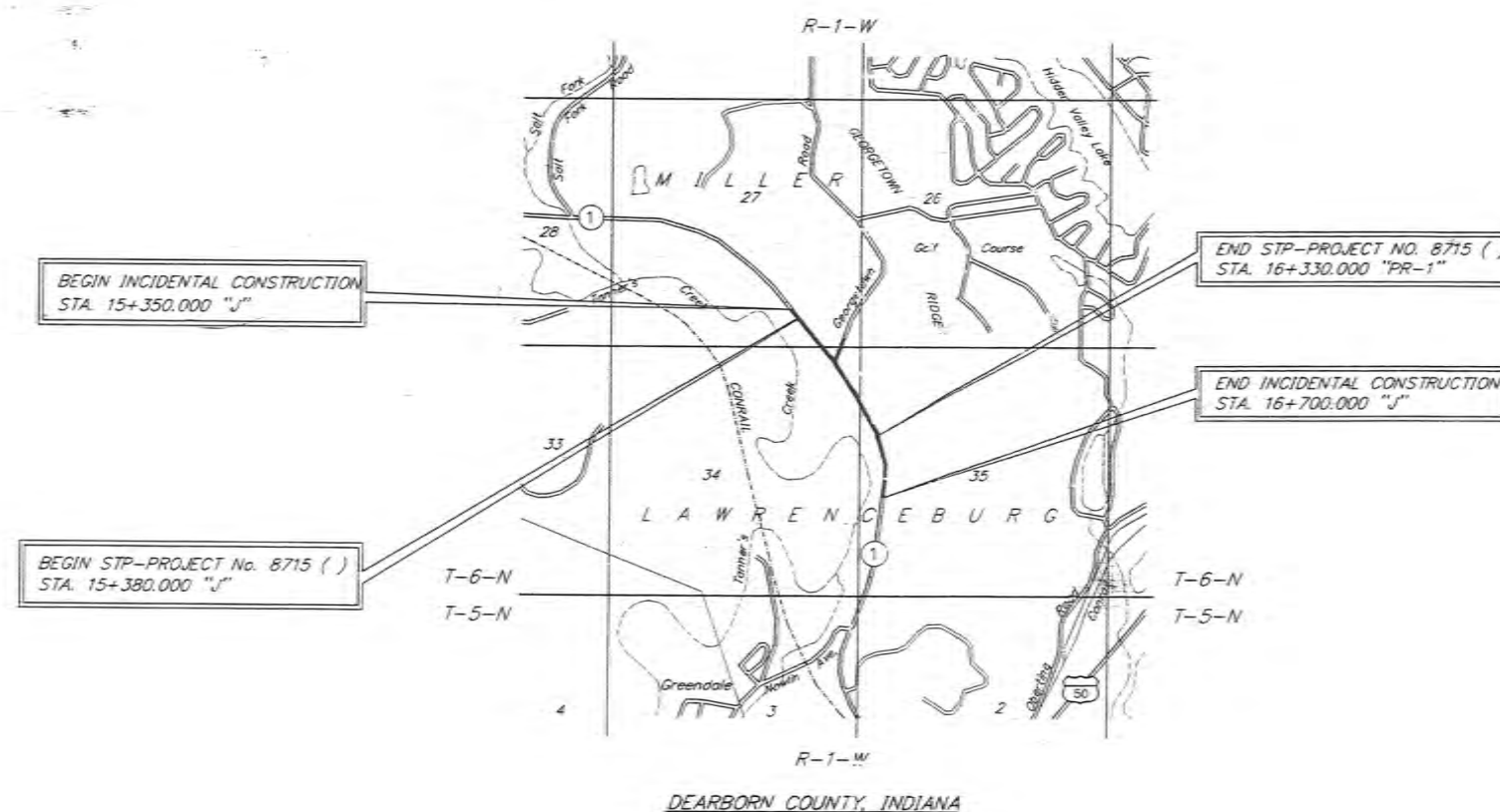
TRAFFIC DATA	S.R. 1	GEORGETOWN RD.
A.A.D.T. (2002)	12,410 V.P.D.	3014 V.P.D.
A.A.D.T. (2022) PROJECTED	26,160 V.P.D.	6355 V.P.D.
D.H.V. (2022)	3020 V.P.H.	1080 V.P.H.
DIRECTIONAL DISTRIBUTION	50 %	50 %
TRUCKS	16 % D.H.V.	8 % D.H.V.
	16 % A.A.D.T.	6 % A.A.D.T.
DESIGN DATA		
DESIGN SPEED	90 kmph.	60 kmph.
PROJECTION DESIGN CRITERIA	RECONSTRUCTION (NON-FREEWAY)	RECONSTRUCTION (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	MINOR ARTERIAL	LOCAL ROAD
RURAL/URBAN	RURAL	RURAL
TERRAIN	ROLLING	ROLLING
ACCESS CONTROL	NONE	NONE

## RIGHT-OF-WAY PLANS

S.R. 1 FROM: RP 4+13 TO: RP 4+03

Intersection improvements on S.R. 1 from 438m northwest to 512m southeast of the existing Georgetown Road intersection, all contained in Section 27, T-6-N, R-1-W, Miller Township, and Sections 34 & 35, T-6-N, R-1-W, Lawrenceburg Township, Dearborn County, Indiana.

PROJECT NO. STP-8715 (001) R/W



SCALE: 1:20,000

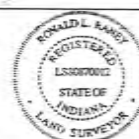


PROJECT LOCATION SHOWN BY →

BRIDGE LENGTH :	N/A
ROADWAY LENGTH :	950m
TOTAL LENGTH :	950m
MAX GRADE :	4.240 %

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 1999 TO  
BE USED WITH THESE PLANS

REVISIONS	
DATE	SHEET NO.
8/15/00	1-16 (Added R/W Code, Clarified Labeling of Existing)
-	-
-	-
-	-



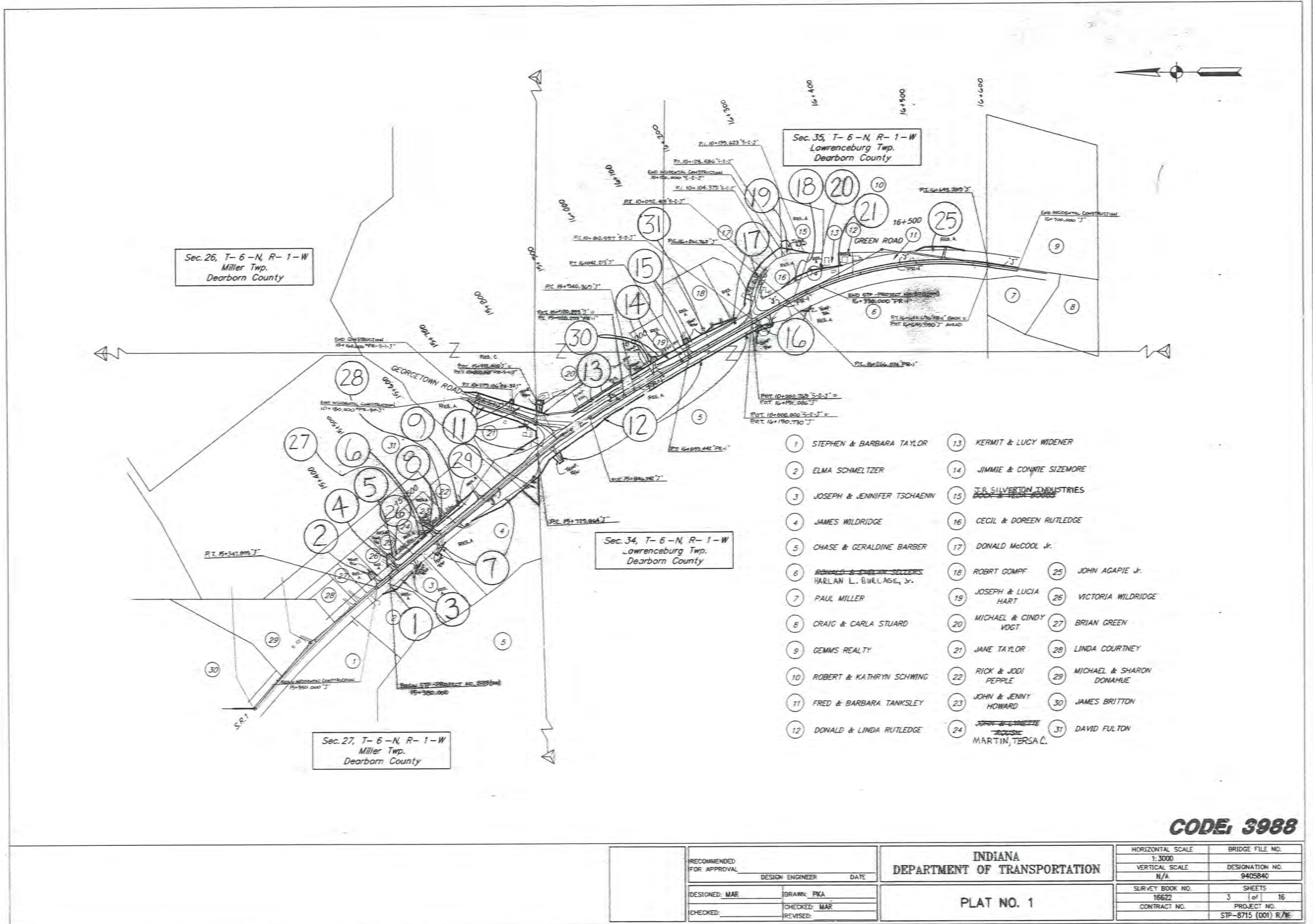
APPROVED:	<i>[Signature]</i> 3-30-05
CHIEF, DIVISION OF LAND ACQUISITION	DATE
RECOMMENDED FOR APPROVAL:	<i>[Signature]</i> 3/30/05
MANAGER, R/W ENGINEERING SECTION	DATE

PLANS PREPARED BY:	<b>SIECO, INC.</b>	812-372-9911
629 WASHINGTON ST., COLUMBUS, IN 47201	PHONE NUMBER	
CERTIFIED BY:		DATE
APPROVED FOR LETTING:	CHIEF, DIVISION OF DESIGN	DATE

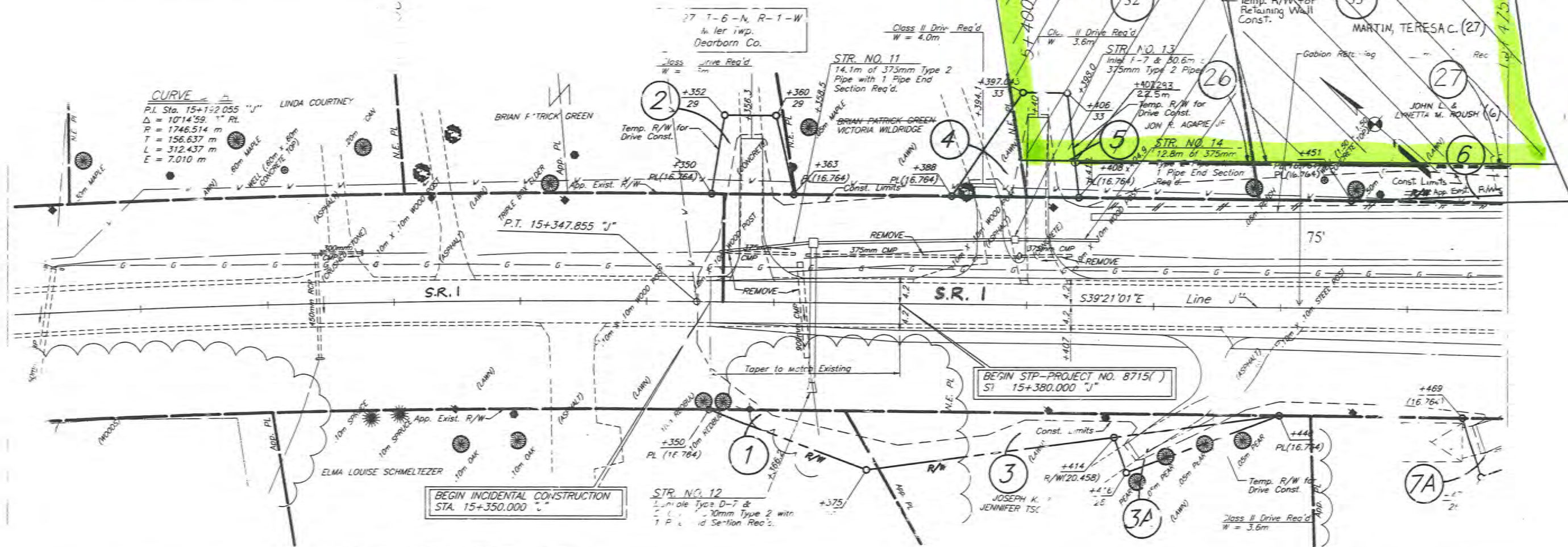
BRIDGE FILE NO.	
DESIGNATION NO.	9405840
SHEETS	1 of 16
PROJECT NO.	STP-8715 (001) R/W
CONTRACT NO.	

RWTTITLE

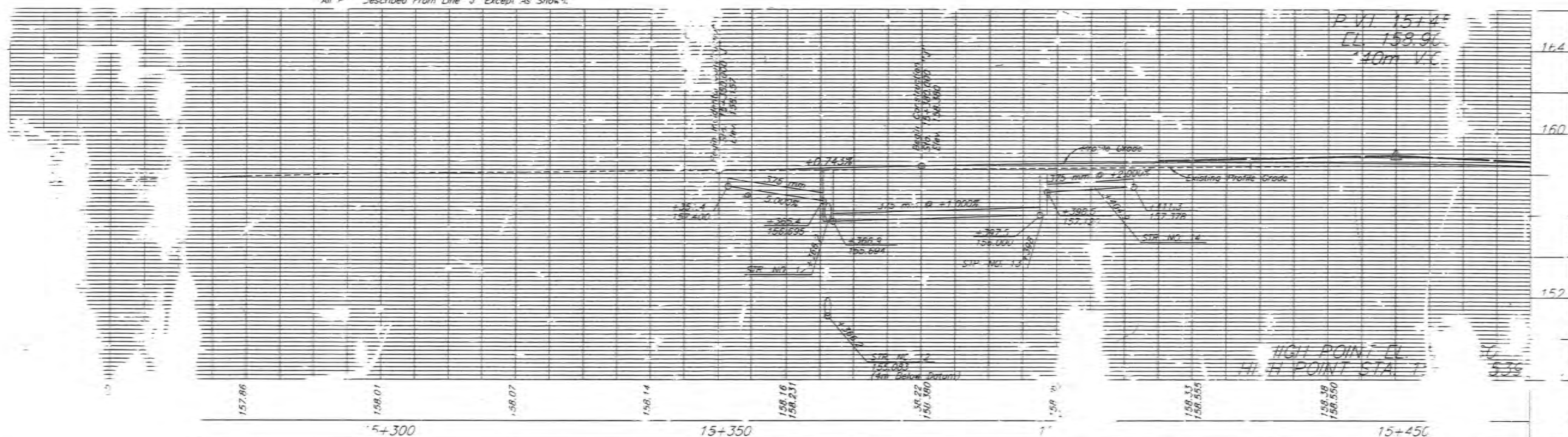








All P described From Line "J" Except As Shown.



<p>RECOMMENDED FOR APPROVAL</p> <p>DESIGNED: NAME _____ DATE _____</p> <p>CHECKED: NAME _____ REVISED: NAME _____</p>		<p>INDIANA DEPARTMENT OF TRANSPORTATION</p> <p>PLAN &amp; PROFILE SHEET</p> <p>0+000 'J' TO 15+480.000 'J'</p>		<p>HORIZONTAL SCALE: 1"=300'</p> <p>VERTICAL SCALE: 1"=100'</p> <p>SURVEY BOOK NO. 16622</p> <p>CONTRACT NO. 16622</p> <p>PROJECT NO. STP-4716(000)</p>	
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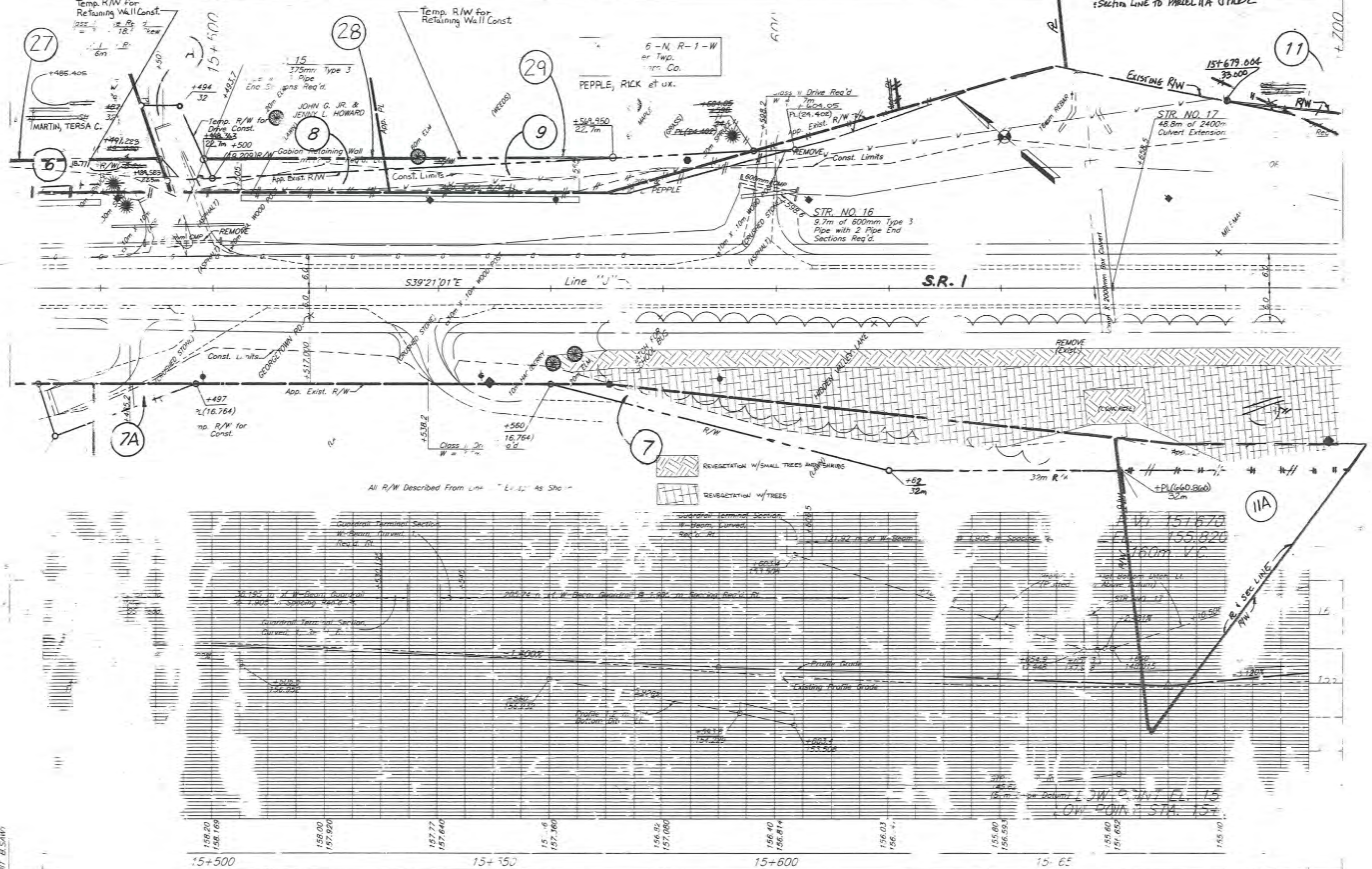


REV. ADD HATCHING FROM 15+560 TO 15+700 ET. D. MURRAY 10/23/03  
REV. ADD PARCELS 27, 28 & 29 J. SCHOETTNER 10/09/03

REVISED: 1-21-03 PIA DESIGN R/W J. SCHOETTNER

REVISED: 2-20-02 B. SANVER

Rev. 3/28/05 Add R, RW  
SECTION LINE TO PARCEL 11A & PHE 2  
CODE: 3988



R/W B. 10/17/04

15+500

15+550

15+600

15+650

RECOMMENDED FOR APPROVAL	ENGINEER	DATE
DESIGNED: NAME	DRAWN: NAME	
CHECKED: NAME	CHECKED: NAME	
	REVISED: NAME	

INDIANA  
DEPARTMENT OF TRANSPORTATION  
PLAN & PROFILE  
15+500 TO 15+700

HORIZONTAL SCALE	1"=100'
VERTICAL SCALE	1"=10'
SURVEY BOOK NO.	1622
CONTRACT NO.	
BRIDGE FILE NO.	
DESIGN NO.	9405940
SHEETS	8
PROJECT NO.	STP-1115(100)

**EXHIBIT D**

**Hold Harmless Affidavit**

STATE OF INDIANA       )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Comes now the Affiant(s), \_\_\_\_\_, and swear and affirm to the following:.

- 1)       That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Affiant's printed name

\_\_\_\_\_

Affiant's signature

State of Indiana       )  
  ) SS:  
County of \_\_\_\_\_ )

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

A Resident of \_\_\_\_\_ County Indiana  
My Commission expires: \_\_\_\_\_